

EXECUTED

2005 - 2006
MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF MILWAUKEE
AND
MILWAUKEE DISTRICT COUNCIL 48
AFSCME, AFL-CIO
AND ITS APPROPRIATE AFFILIATED LOCALS

MILWAUKEE COUNTY
LABOR RELATIONS
ROOM 210, COURTHOUSE
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1
2
3 2005 - 2006

4 MEMORANDUM OF AGREEMENT

5 BETWEEN

6 COUNTY OF MILWAUKEE AND

7 MILWAUKEE DISTRICT COUNCIL 48 AFSCME, AFL-CIO

8 AND ITS APPROPRIATE AFFILIATED LOCALS
9

10 This Memorandum of Agreement made and entered into by and between the County
11 of Milwaukee, a municipal body corporate as municipal employer, hereinafter referred to as
12 "County" and Milwaukee District Council 48, AFSCME, AFL-CIO, and its appropriate
13 affiliated Locals, as representatives of employees who are employed by the County of
14 Milwaukee, hereinafter referred to as "Union".
15

16 W I T N E S S E T H
17

18 In consideration of the mutual covenants herein contained, the parties
19 hereto do hereby mutually agree as follows:
20

21 PART 1
22

23 1.01 RECOGNITION

24 The County of Milwaukee agrees to recognize and herewith does recognize
25 Milwaukee District Council 48, American Federation of State, County and Municipal
26 Employees, AFSCME, AFL-CIO, and its appropriate affiliated Locals, as the exclusive
27 collective bargaining agent on behalf of the employees of Milwaukee County in accordance
28 with the certification of the Wisconsin Employment Relations Commission, as amended, in
29 respect to wages, hours and conditions of employment, pursuant to Subchapter IV, Chapter
30 111.70, Wis. Stats., as amended.
31

1 1.02 EMPLOYEE DEFINED

2 (1) Whenever the term "employee" is used in this Memorandum of Agreement, it
3 shall mean and include only those employees of Milwaukee County in
4 positions which have been certified by the Wisconsin Employment Relations
5 Commission (WERC), as being represented by the Union.

6 (2) When positions are created which have not been certified by the WERC, the
7 employer shall notify the Union within 30 days of the creation of such
8 positions. Within fifteen (15) days thereafter, the parties shall meet and
9 attempt to enter into a stipulation as to the inclusion or exclusion of the
10 position(s). If the parties reach an agreement, they shall jointly notify the
11 WERC of the agreement and request that the WERC certify the position(s) as
12 being represented by the Union. If the parties fail to reach an agreement,
13 either party may petition the WERC for a determination under Chapter
14 111.70.

15 (3) Less than full-time positions created with a title or job the same as full-time
16 represented positions shall be automatically covered by this Agreement.
17

18 1.03 NONDISCRIMINATION

19 The County and the Union shall not discriminate in any manner whatsoever against
20 any employee for employment because of race, sex, age, nationality, handicap, political or
21 religious affiliation or marital status.

22 Sexual harassment shall be considered discrimination under this Article. Sexual
23 harassment shall mean unwelcome sexual advances, requests for sexual favors, and other
24 verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made
25 either explicitly or implicitly a term or condition of an individual's employment; (2)
26 submission to or rejection of such conduct by an individual is used as the basis for
27 employment decisions affecting such individual; or (3) such conduct has the purpose or
28 effect of substantially interfering with an individual's work performance or creating an
29 intimidating, hostile, or offensive working environment.

30 The County may take action necessary to comply with the American With Disabilities
31 law and shall meet with the Union to discuss the impact on current employees.

1
2 1.04 DURATION OF AGREEMENT

- 3 (1) After ratification by the parties the provisions of this Memorandum of
4 Agreement shall become effective January 1, 2005. Unless otherwise
5 modified or extended by mutual agreement of the parties, this Agreement shall
6 expire on December 31, 2006.
- 7 (2) The initial bargaining proposals of the County and the Union for a successor
8 agreement shall be exchanged prior to the first meeting of the Personnel
9 Committee in September, 2006, at a time mutually agreeable to the parties.
10 Thereafter, negotiations shall be carried on in an expeditious manner and shall
11 continue until all bargainable issues between the parties have been resolved.
- 12 (3) This timetable is subject to adjustment by mutual agreement of the parties
13 consistent with the progress of negotiations.
14

15 1.05 MANAGEMENT RIGHTS

16 The County of Milwaukee retains and reserves the sole right to manage its affairs in
17 accordance with all applicable laws, ordinances, regulations and executive orders. Included
18 in this responsibility, but not limited thereto, is the right to determine the number, structure
19 and location of departments and divisions; the kinds and number of services to be performed;
20 the right to determine the number of positions and the classifications thereof to perform such
21 service; the right to direct the work force; the right to establish qualifications for hire, to test
22 and to hire, promote and retain employees; the right to transfer and assign employees, subject
23 to existing practices which are mandatory subjects of bargaining and the terms of this
24 Agreement; the right, subject to civil service procedures and the terms of this Agreement
25 related thereto, to suspend, discharge, demote or take other disciplinary action and the right
26 to release employees from duties because of lack of work or lack of funds; the right to
27 maintain efficiency of operations by determining the method, the means and the personnel by
28 which such operations are conducted and to take whatever actions are reasonable and
29 necessary to carry out the duties of the various departments and divisions.

30 In addition to the foregoing, the County reserves the right to make reasonable rules
31 and regulations relating to personnel policies, procedures and practices and matters relating

1 to working conditions, giving due regard to the obligations imposed by this Agreement.
2 However the County reserves total discretion with respect to the function or mission of the
3 various departments and divisions, the budget, organization, or the technology of performing
4 the work. These rights shall not be abridged or modified except as specifically provided for
5 by the terms of this Agreement, nor shall they be exercised for the purpose of frustrating or
6 modifying the terms of this Agreement. But these rights shall not be used for the purpose of
7 discriminating against any employee or for the purpose of discrediting or weakening the
8 Union.

9 The County does have the right to contract or subcontract work which cannot be
10 performed or is uneconomical to be performed by bargaining unit employees. The County is
11 genuinely interested in maintaining maximum employment for all employees covered by this
12 Agreement consistent with the needs of the County. In planning to contract or subcontract
13 work, the County shall give due consideration to the interest of County employees by making
14 every effort to insure that employees with seniority will not be laid off or demoted as a result
15 of work being performed by an outside contractor.

16 In the event a position is abolished as a result of contracting or subcontracting, the
17 County will hold advance discussions with the Union prior to letting the contract. The Union
18 representatives will be advised of the nature, scope of work to be performed, and the reasons
19 why the County is contemplating contracting out work. Notification for advance discussions
20 will be in writing and delivered to the Executive Director of the Union by certified mail.

21 Milwaukee County will abide by the following limitations when using temporary help
22 agency employees to perform work which has been historically performed by the members of
23 the bargaining unit:

- 24 1. Temporary help agency employees can be used:
 - 25 a. To perform the duties of an authorized vacant position if a certification
26 request has been forwarded to the Department of Human Resources,
27 however agency staff cannot be utilized for more than 45 days after
28 receipt of a certification list from the Department of Human
29 Resources; or to perform work of a temporary duration of six months
30 or less

1 Park Maintenance Worker I (Seasonal), Park Maintenance Worker II (Seasonal) who work
2 1040 or more hours per calendar year in one or more classifications as stated above shall
3 accrue vacation, sick leave and personal days on a pro rata basis. At the end of calendar year
4 1980, and each year thereafter, such employees who work 1040 or more hours during
5 calendar year 1980 and each year thereafter in one or more classifications as stated above
6 shall be credited with accrued accounts based on the number of hours worked in the
7 preceding year. Such accounts other than sick leave must be exhausted in the calendar year
8 following that in which they were accrued. Sick leave shall accrue from year to year. Such
9 employee shall not be laid off for the purpose of avoiding the accrual of pro rata benefits.

10
11 2.021 HOURLY EMPLOYEES

- 12 (1) The term "hourly employees" shall mean employees who are assigned a work
13 week of less than 20 hours per week.
- 14 (2) Such employees shall be compensated in the same pay range as full-time
15 employees in the same classification and shall be entitled to incremental
16 advances in accordance with the provisions of Section 2.03 after satisfactory
17 completion of 2080 cumulative hours at each step.
- 18 (3) Hourly employees who are initially hired on an emergency appointment shall
19 achieve regular appointment status for hourly employment after completion of
20 500 cumulative hours worked in the same classification while on an
21 emergency appointment.
- 22 (4) Hourly employees shall accrue the following benefits on a pro-rata basis:
23 VACATION, SICK LEAVE, HOLIDAYS, AND PERSONAL DAYS.
24 UNIFORM ALLOWANCE will be granted after the hourly equivalent of one
25 year of service is achieved. These employees are not covered by:
26 Section 2.04 OVERTIME*
27 Section 2.06 STANDBY PAY**
28 Section 2.07 CALL IN PAY
29 Section 2.08 SHIFT DIFFERENTIAL
30 Section 2.13 TOOL ALLOWANCE
31 Section 2.14 AUTO ALLOWANCE

1 Section 2.15 RETIREMENT LEAVE
2 Section 2.16 CONTRIBUTION TO RETIREMENT SYSTEM
3 Section 2.17 EMPLOYEE'S RETIREMENT SYSTEM
4 Section 2.18 LIFE INSURANCE
5 Section 2.19 EMPLOYEE HEALTH INSURANCE
6 Section 2.191 DENTAL INSURANCE
7 Section 2.29 INJURY REPORTS***
8 Section 2.32 PROMOTION
9 Section 2.33 ADVANCEMENT IN CERTAIN CLASSIFICATIONS
10 Section 2.36 TRANSFER
11 Section 2.38 REALLOCATION/RETITLING
12 Section 3.14 CHANGES IN CLASSIFICATION

13 * Section 2.04, Overtime. Overtime will be paid to hourly employees pursuant to
14 Section 17.16(1) of the County General Ordinances that is, after more than 8 hours worked in
15 a day or 40 hours worked in a week.

16 ** Section 2.06, Standby Pay. Hourly employees in a standby pay status shall
17 receive \$.60 per hour for all hours scheduled on standby duty as set forth in Section 2.06(1);
18 however, if called in, the employee will not be entitled to any pay at an overtime rate unless
19 the employee has worked more than 8 hours in a day or 40 hours in a week.

20 *** Section 2.29, Injury Reports. None of the provisions of this section shall apply
21 to hourly employees, except they shall be made whole for any sick leave set forth in Section
22 2.29(4) of the Memorandum of Agreement.

23 (5) Layoffs of hourly employees holding a regular appointment shall be made
24 within classification and within the affected department and not on a
25 Countywide basis, in the inverse order of total Countywide seniority.

26 (6) Hourly employees on regular appointment who are on layoff shall be recalled
27 to hourly vacancies in the classification held in inverse order of layoff.

28 (7) Hourly employees on a regular appointment whose application for regular
29 full-time employment in the same classification has been made to the
30 Department of Human Resources shall be considered by seniority for full-time
31 vacancies in the following manner:

1 (a) Hourly employees on a regular appointment in a classification which is
2 part of a classification series designated with a Roman Numeral I or II
3 shall have preference over persons on an established eligible list for
4 full-time "I" vacancies in the same classification held by such hourly
5 employee.

6 (b) Current employees having regular appointments and filling full-time
7 "I" positions which are part of a classification series and who are on
8 the appropriate promotional eligible list shall have preference over
9 hourly employees in the same classification for full-time "II" vacancies
10 in the classification series.

11 (c) After eligible full-time employees in (b) above have been promoted
12 per Sections 2.32 of the Memorandum of Agreement, hourly
13 employees on regular appointment holding "II" positions shall then be
14 considered for full-time "II" vacancies.

15 When hourly employees are appointed full-time, they shall serve a trial period
16 of 45 working days subject to the conditions set forth in Section 2.36(4)(c).

17 Hourly employees appointed to a full-time position in the same classification
18 while on probation shall serve the balance of the probationary period in the
19 full-time classification followed by a trial period of 45 working days, as noted
20 above. Hourly employees appointed to full-time positions in a different
21 classification shall serve a full probationary period in the new classification.

22 (8) All other sections of this agreement shall apply to hourly employees unless the
23 subject matter is specifically excluded from the coverage of any other section.

24 (9) Such employees shall not be laid off for the purpose of avoiding the accrual of
25 pro-rata benefits.

26 (10) In no event shall an hourly employee, after being appointed to a full-time
27 position, accrue, through a combination of pro-rata and full-time benefits,
28 more benefits in one year than a full-time employee.
29

1 2.022 PART-TIME EMPLOYEES

2 The term "Part-Time Employees" shall mean employees who are regularly
3 scheduled 20 hours or more per week but less than forty (40) hours per week.
4

5 2.03 SALARY INCREMENT

6 Increment advancement within established pay ranges shall be based on meritorious
7 service at each rate for the period specified in the schedules adopted and established by the
8 County Board. Such increments shall not be unreasonably withheld. If denied, the reason
9 for such denial shall be given to the employee and the Union in writing.
10

11 2.04 OVERTIME

- 12 (1) For the purpose of this Section, overtime shall be defined as hours credited in
13 excess of 8 per day or 40 per week.
- 14 (2) Employees who work authorized overtime shall have the option of
15 accumulating compensatory time in lieu of cash. Such compensatory time
16 may be liquidated in accordance with sec. 2.21(5) of this Agreement. If such
17 compensatory time is not liquidated in accordance with Civil Service Rule
18 VIII, sec. 3(2), the unliquidated balance shall be compensated in cash.
- 19 (3) When overtime is worked, it shall be compensated at a rate 1-1/2 times the
20 rate paid for such work when it is performed during non-overtime hours.
- 21 (4) Overtime payment for Park employees will continue to be made in the
22 combination of straight time and one-half the hourly rate in cash. For the
23 purpose of the 2080-hour work year, however, all hours worked shall accrue
24 at straight time. For the purpose of this paragraph, the annual work year shall
25 begin on the first day of the last payroll period in March of each year.
- 26 (5) The County agrees to study the utilization of alternative work schedules in
27 County service. Before any such program is implemented, it shall be
28 discussed with the President and Chief Steward of the appropriate affiliated
29 Local. Recommendations made by the Union during the term of this
30 Agreement shall be given due consideration.

- 1 (6) Employees assigned to the 24-hour protective services or the runaway
2 program shall be compensated for time spent in disposing of matters by phone
3 from their home during standby period. Time spent in such a manner shall be
4 properly recorded on the appropriate forms provided by the County for such
5 purpose. Protective services and runaway program employees shall be
6 compensated at the appropriate overtime rate.
- 7 (7) Employees shall not normally be required to perform their normal duties
8 during regularly scheduled lunch periods. If an employee's regularly
9 scheduled lunch period is interrupted by a call to duty, such employee shall be
10 compensated on an overtime basis for each 1/10th of an hour while engaged in
11 such activity when such time worked results in more than 8 hours worked that
12 date. The provisions of this paragraph shall not apply to employees scheduled
13 for 8 consecutive hours.
- 14 (8) Employees required to work a half-day on Saturday shall be permitted to work
15 a full 40-hour week Monday through Friday and will be paid for Saturday
16 work on an overtime basis where such work is in excess of 40 hours for the
17 week.

18
19 2.05 OVERTIME ASSIGNMENTS

- 20 (1) Both the County and the Union recognize that overtime arises out of the need
21 to provide services as determined by the County. Overtime will not be used
22 as a means of reducing staff or eliminating a shift.
- 23 (2) In those departments where formal policies exist with respect to overtime
24 assignments, such policies shall not be disturbed.
- 25 (3) Except as provided in par. 2 above, overtime assignments shall be rotated in
26 accordance with seniority among those employees in the appropriate
27 classifications who are able to perform the work.
- 28 (4) Lists shall be developed in each department showing those employees who
29 wish to perform overtime. Such lists shall be used to fill overtime needs. In
30 the event such lists are insufficient to provide adequate overtime coverage,
31 employees shall be assigned on a rotating basis in the inverse order of

1 seniority among those employees in the classification who are able to perform
2 the work.

3 (5) In the event it is necessary for involuntary overtime to be performed, no
4 employee shall be required to perform such overtime more than once a month,
5 until all other available employees in the same job classification who are able
6 to perform the work have performed involuntary overtime.

7 (6) In those departments where no overtime policy exists, the department head
8 shall meet with the Union for the purpose of formulating an overtime policy
9 which is mutually acceptable. Such discussions shall be carried on and any
10 agreement reached shall be formalized in accordance with the procedures set
11 forth in the Memorandum of Understanding titled "Collateral Agreements"
12 dated August 20, 1973. (See Section 6.04).

13
14 2.06 STANDBY PAY

15 (1) Employees on standby pay shall received 60 cents per hour for all hours
16 scheduled on standby duty. If called in while on standby, the employee shall
17 be paid a minimum of 4 hours pay at the overtime rate for work in one session
18 and additional pay at the overtime rate for all work in excess of 4 hours in one
19 session.

20 (2) For purposes of this section, "standby" shall mean the employee, at the
21 direction of the employer, is required to be available for work upon notice
22 during a specified period of time. Failure of the employee to respond when
23 called shall be cause for forfeiture of standby pay and disciplinary action
24 where the employee is unable to furnish acceptable justification for his/her
25 failure to respond.

26 (3) Standby shall not apply to any employee or group of employees who, as part
27 of their regular duty assignment are expected, but not required, to be available
28 for work at all times in emergency situations.
29

1 2.07 CALL IN PAY

- 2 (1) An employee called in to work outside of the employee's regularly scheduled
3 shift shall be credited with a minimum of 3 hours or the number of hours
4 actually worked, whichever is greater.
- 5 (2) Call in pay shall be paid at the rate of time and one-half for all call ins outside
6 of the regular shift when such hours worked are in excess of 8 per day or 40
7 per week.
- 8 (3) Call in shall not apply to hours worked outside of an employee's regularly
9 scheduled shift where the regular shift starting time is modified to meet
10 emergency situations.
- 11 (4) If an employee is called in one-half hour or less prior to starting time, the
12 employee shall be paid for 8 hours if 7-1/2 hours are worked.

13

14 2.08 SHIFT DIFFERENTIAL

15 All employees, except those specifically enumerated in sec. 17.14(6), C.G.O., where
16 applicable, shall receive a shift differential of 40 cents per hour for all hours worked during
17 shifts beginning at or after 2:30 p.m. and ending at or before 7:15 a.m.; and employees whose
18 shifts do not begin or end as indicated above shall be paid 40 cents per hour for all hours
19 worked between 6 p.m. and 7 a.m. Shift premium, when earned, shall be added to the
20 employee's regular rate for purposes of determining overtime compensation.

21

22 2.09 WEEKEND DIFFERENTIAL

- 23 (1) Employees shall be paid a weekend differential of 40 cents per hour for all
24 hours worked between 6:30 a.m. Saturday and 7:15 a.m. Monday, provided
25 that no differential shall be paid for any hours beginning with the start of the
26 first shift Monday.
- 27 (2) Pharmacists shall be paid \$1.00 per hour for weekend shift differential.

28

29 2.10 SCOPE OF JOB DUTIES

30 The County agrees that employees should be assigned job duties consistent with their
31 classification. The general term "all other duties as may be assigned" which appears on the

1 civil service examination announcement is intended to mean duties consistent with the
2 classification and subject to the provisions of sec. 2.11 of this Agreement.

3
4 2.11 TEMPORARY ASSIGNMENTS

5 (1) Employees may be assigned to perform duties of a higher classification for
6 which they are qualified for a period not in excess of 45 working days. When
7 so assigned, the employee shall be paid as though promoted to the higher
8 classification for all hours credited while in such assignment. However, there
9 shall be no temporary assignments to a higher classification if a position is
10 permanently vacant, except for seasonal positions. Employees on an
11 established eligible list for the higher classification under the same appointing
12 authority shall be given the temporary assignment before such assignment is
13 given to any other employee provided that:

14 (a) Such assignment is made in writing on the Temporary Assignment
15 Form; provided, however, that the omission of such written
16 assignment shall not bar a grievance requesting pay for work in the
17 higher classification.

18 (b) Such employee works in the higher classification for not less than 3
19 consecutive scheduled working days. Paid time off shall not be
20 included in the computation of the 3 consecutive scheduled working
21 days but said days shall not be interrupted thereby, and

22 (c) Such employee performs the normal duties and assumes the
23 responsibilities of the incumbent of that position during that period.

24 (2) Employees who accrue compensatory time while on temporary assignment
25 shall liquidate such time at the rate of pay of the classification to which
26 assigned at the time of liquidation.

27 (3) An employee's bargaining unit seniority shall be interrupted if the temporary
28 assignment to a higher classification to a non-bargaining unit position exceeds
29 120 working days in a calendar year.

1 2.12 UNIFORM ALLOWANCE

2 (1) The County agrees to provide the full initial issue of required uniforms for
3 Security Officer and House of Correction Officer at the time of regular
4 appointment.

5 (2) Annual uniform allowance for employees who are required to wear and
6 maintain uniforms shall be as follows:

7 Security Officer \$200.00

8 House of Correction Officer 200.00

9 Histologic Technician 110.00

10 (3) All bargaining unit employees who are required to wear uniforms shall be
11 paid a uniform allowance of \$110.00 after 6 months of service and after
12 completion of each year of service, except as otherwise provided in this
13 section.

14 (4) Welders, Forestry Workers II, Iron Workers, Forestry Supervisors
15 and Iron Worker Supervisors shall be reimbursed up to \$70 per year for the
16 purchase of specialized safety shoes. All Forestry Workers shall receive \$15
17 per year for rubber over boots.

18 (5) The clothing cleaning allowance paid to Forensic Investigators shall be \$150.
19 Such payment shall be made in accordance with paragraph (6) below.

20 (6) The annual allowances to be paid on a monthly basis provided by this section
21 shall be paid as of December 1st of each year for all months since the previous
22 allowance was made provided that no new appointee shall receive this annual
23 payment until December 1st following the completion of one year of service
24 and then only for the number of months occurring since the completion of one
25 year of service.

26 (7) Airport management will provide coveralls at no cost to the employees in the
27 classification of Heating and Ventilating Mechanic I while working on the ducts.

28 (8) The County shall furnish a T-shirt to Children's Zoo Attendants.
29

1 2.13 TOOL ALLOWANCE

- 2 (1) All employees in the following classifications shall receive a tool allowance
3 of \$100 annually on the first pay period of each calendar year:

4 Automotive & Equipment Mechanics

5 Automotive & Equipment Body Repairer

6 Automotive & Equipment Body Repairer In Charge

7 Automotive & Equipment Mechanic Helper

8 Automotive & Equipment Mechanic In Charge

9
10 2.14 AUTO ALLOWANCE

- 11 (1) The County shall compensate employees for the use of their personal
12 automobiles on County business when so directed by their supervisor. Such
13 compensation shall be at the rate of 31 cents per mile for each mile traveled
14 on County business and 20 cents per mile for each mile traveled by
15 motorcycle on County business.

- 16 (2) If either the Internal Revenue Service for tax purposes or the Federal
17 Government for purposes of expense reimbursement of its own employees
18 adopts a figure in excess of 31 cents per mile traveled by automobile or 20
19 cents per mile traveled by motorcycle, the County shall do likewise within 30
20 days of such adoption.

21
22 2.141 CORPORATE TRANSIT PASS PROGRAM

23 Upon implementation of the Corporate Transit Pass Program by Milwaukee County,
24 Milwaukee County agrees to offer the program to the members of the Union. The program
25 would be identical to the Milwaukee County Transit System Corporate Pass Program in
26 which the cost of a weekly pass, \$10.50 per week is discounted 20% from an annual fee of
27 \$525 (for 50 weeks) to \$420. The County, as the employer would pay \$240, or \$20 per
28 month, per employee toward the cost of the pass, while the employee would be charged
29 \$180, or \$15 per month.

1 2.15 RETIREMENT LEAVE

2 Effective December 28, 1997 an employee shall have the following options upon retirement:

- 3 (1) A retirement leave may be taken, the duration of which shall not exceed 45
4 days of accumulated sick leave plus 16 hours for each 100 hours or fraction
5 thereof of accumulated sick leave in excess of 360 hours.
- 6 (2) The employee may elect to receive payment in a lump sum of retirement leave
7 benefits to which he/she is entitled in par. (1) above on his/her last day of
8 work, plus vacation leave not to exceed 25 days.
- 9 Under this option the payment to such employee of his/her County pension
10 and annuity benefits shall be postponed until the total number of retirement
11 leave days for which he/she has been paid have expired; provided, however,
12 that no employee shall accrue additional benefits during such period.
13 Such retirement payments shall be calculated at the rate of pay in effect for
14 such employee on his/her last day of work.
- 15 (3) The provisions of this section may remain in this agreement only for the
16 benefit of employees who became members of the Employees' Retirement
17 System on or after January 1, 1994 and they are given an option for retirement
18 leave or conversion of accrued sick allowance to a credit for post retirement
19 health coverage under 2.17(8)(b). The provisions of this section are deleted in
20 their entirety if the provisions of 2.17(8)(b) are determined to result in adverse
21 tax consequences for employees who are eligible for post retirement health
22 coverage.

23
24 2.16 CONTRIBUTION TO RETIREMENT SYSTEM

25 For all employees who are members of the Employees' Retirement System as of
26 January 1, 1971, the County shall contribute a sum equal to 6% of such employee's earnings
27 computed for pension purposes into such account on behalf of each such employee. All such
28 sums contributed, in addition to the contributions previously made by the employee, shall be
29 credited to the employee's individual account and be subject to the provisions of the pension
30 system as it relates to the payment of such sums to such employees upon separation from
31 service. The provisions of this paragraph shall not apply to employees in the bargaining unit

1 in the following classes who were not members of the Employees' Retirement System on or
2 before the 12th day of December 1967, or whose date of hire is later than December 23,
3 1967:

- 4 (a) Emergency Appointment, full time
- 5 (b) Emergency Appointment, part time
- 6 (c) Regular Appointment, seasonal
- 7 (d) Temporary Appointment, seasonal
- 8 (e) Emergency Appointment, seasonal

9
10 2.17 RETIREMENT BENEFITS

11 Upon retirement, an employee shall have the following options:

- 12 (1) For employees hired on and after January 1, 1982, the provisions of Chapter
13 201.24, Employee Retirement System, shall be modified as follows:

- 14 (a) Final average salary means the average annual earnable
15 compensation for the five consecutive years of service during which
16 the employee's earnable compensation was the highest or, if he
17 should have less than five years of service, then his average annual
18 earnable compensation during such period of service. An employee
19 who meets the requirements for a normal pension shall receive an
20 amount equal to 1-1/2% of his final average salary multiplied by the
21 number of years of service. Effective December 22, 2002 (pay
22 period one of 2003) final average salary means the three highest
23 consecutive years of earnable compensation if he should have less
24 than three years of service then his average annual earnable
25 compensation during such period of service.
- 26 (b) All pension service credit earned on and after January 1, 2001 shall
27 be credited in an amount equal to 2% of the employee's final average
28 salary. For each year of service credit earned after January 1, 2001,
29 eight (8) years of service credit earned prior to January 1, 2001 shall
30 be credited at 2% of the employee's final average salary. This
31 provision shall not apply to a member of the Employee's Retirement

1 System who became a member of the System on or after January 1,
2 1982 and as of January 1, 2001 is either eligible for a deferred vested
3 pension benefit, or is receiving a pension benefit, unless such
4 member returns to active County employment and is eligible to earn
5 additional pension service credit. Said credit shall be awarded on a
6 daily basis.

7 (c) Any employee whose last period of continuous membership began on
8 or after January 1, 1982, shall not be eligible for a deferred vested
9 pension if his employment is terminated prior to his completion of
10 five (5) years of service.

11 (d) Retention Incentive Bonus. Members of the System whose
12 membership began prior to January 1, 1982, and as of January 1, 2001,
13 are either actively employed or on an approved leave of absence, shall
14 have their final average salary increased by a bonus of 7.5% for each
15 year of pension service credit earned after January 1, 2001. Said
16 bonus shall be credited on a daily basis and the maximum bonus which
17 can be added to an eligible member's final average salary shall not
18 exceed 25%. This provision shall not apply to a member of the
19 Employee's Retirement System who became a member of the System
20 prior to January 1, 1982, and as of January 1, 2001 is either eligible for
21 a deferred vested benefit under 201.24 (4.5) or is receiving a pension
22 benefit, unless such member returns to active County employment and
23 is eligible to earn additional pension service credit.

24 (2) For all employees who are members of the Employees' Retirement System as
25 of January 1, 1971, the County shall contribute a sum equal to 6% of each
26 employee's earnings computed for pension purposes into such account on
27 behalf of each such employee. All such sums contributed, in addition to the
28 contributions previously made by the employee, shall be credited to the
29 employee's individual account and be subject to the provisions of the pension
30 system as it relates to the payment of such sums to such employees upon
31 separation from service. The provisions of this paragraph shall not apply to

1 employees in the bargaining unit in the following classes who were not
2 members of the Employees' Retirement System on or before the 12th day of
3 December 1967, or whose date of hire is later than December 23, 1967:

- 4 (a) Emergency appointment, full time
- 5 (b) Emergency appointment, part time
- 6 (c) Regular appointment, seasonal
- 7 (d) Temporary appointment, seasonal
- 8 (e) Emergency appointment, seasonal

9 (3) For employees hired after October 30, 1987 overtime shall not be included in
10 the computation of final average salary.

11 (4) A member of the retirement system shall be eligible for an accidental
12 disability pension pursuant to Milwaukee County Ordinances if their
13 employment is terminated prior to their normal retirement age by reason of
14 total and permanent incapacity for any duty as the natural and proximate
15 result of an accident occurring at some definite time and place while in the
16 actual performance of duty. The last payment shall be made, if disability
17 ceases prior to their normal retirement date, the first day of the month in
18 which the disability ceases.

19 Disability shall be considered total and permanent if the Medical Board, after
20 a medical examination of such member, shall certify that such member is
21 mentally or physically incapacitated to perform any job that they are
22 reasonably suited for by means of education, training, or experience.

23 Disability must be as a result of such service accident and such incapacity is
24 likely to be permanent. A member shall not be entitled to both accidental
25 disability pension and ordinary disability pension. A member who meets the
26 requirements for an accidental disability pension shall receive an amount
27 computed in the same manner as a normal pension considering their earnable
28 compensation and service prior to retirement but no less than 60% of their
29 final average salary.

30 (5) Veteran Service Credit

1 Employees retiring on and after July 31, 1989 shall be entitled to pension
2 service credit for military service under Section 201.24 II (10) of the
3 Employees' Retirement System as amended by the County Board of
4 Supervisors through File #85-583 (a), notwithstanding the effective date
5 indicated in the amendment.

- 6 (6) Members' who hold positions for which membership in the Employees'
7 Retirement System is optional and opt for such membership, shall have
8 pension service credit earned after January 1, 2001 credited at 2%. However,
9 such service credit shall not result in a multiplier increase for service credit
10 earned prior to January 1, 2001 nor shall such service credit qualify the
11 member for a retention incentive bonus.

- 12 (7) *The earliest date of the pension service credit included in calculating a member's*
13 *pension benefit, including optional membership, shall determine the overall*
14 *pension benefit level.*

- 15 (8) SICK ALLOWANCE BALANCE ON RETIREMENT (The language in
16 italics within this section may be deleted if its inclusion results in payment of
17 health insurance costs under (b) are determined to be taxable as income under
18 IRS regulations. The parties shall immediately obtain an opinion on the tax
19 consequences.)

- 20 (a) Employees who became members of the Employees Retirement
21 System prior to January 1, 1994 shall receive full payment for all
22 accrued sick allowance hours earned before February 1, 2007 at the
23 time the employee retires. Twenty-five percent (25%) of any
24 remaining accrued sick allowance hours earned on and after February
25 1, 2007 shall be paid out at the employee's final hourly rate of pay.
26 For calculation purposes, sick leave earned on and after February 1,
27 2007 shall be used prior to sick leave earned prior to February 1, 2007
28 for all hours of sick leave used prior to retirement.
29 Such payment shall be made in a lump sum, and shall not be included
30 in the calculation of the employee's final average salary for pension
31 calculation purposes, nor shall pension service credit be granted in

1 connection with the lump sum payment. The payment shall have no
2 effect on the employee's retirement date. If permissible under IRS
3 provisions, such payment may, at the employee's request, be placed in
4 a "back drop account" in the Employees Retirement System. The
5 provisions of this section shall not apply to a member of the System
6 who is eligible for a deferred retirement benefit under section 4.5 of
7 201.24 of the Employees' Retirement System.

8 (b) Employees who became members of the Employees Retirement System
9 on or after January 1, 1994 shall have the full value of their accrued
10 sick allowance at the time of retirement (total hours accrued times the
11 hourly rate at the time of retirement) credited toward the cost of health
12 insurance after retirement. When the amount credited is exhausted, the
13 employee or eligible beneficiary, may opt to continue his/her
14 membership in the County Group Health Benefit Program upon
15 payment of the full monthly cost. The provisions of this section shall
16 not apply to a member of the system who is eligible for a deferred
17 retirement benefit under section 4.5 of 201.24 of the Employees'
18 Retirement System. *As an alternative, under this section an employee*
19 *may opt for "Retirement Leave" under the provisions of section 2.15,*
20 *in lieu of the value their accrued sick allowance being credited toward*
21 *the cost of continued membership in the County Group Health Benefit*
22 *Program.*

23 (9) BACK DROP PENSION BENEFIT

24 The provisions of this section shall apply to any employee whose application
25 to retire is filed and effective after January 1, 2001; and whose last period of
26 continuous membership in the Employee's Retirement System began before
27 February 01, 2007; but shall not apply to any member of the Employee
28 Retirement System who is eligible for a deferred pension benefit under
29 201.24(4.5). Nor shall this provision apply to any employee whose
30 membership in the Employees' Retirement System began on or after February
31 1, 2007. Upon retirement, an employee may opt for a "back drop" pension

benefit as follows:

- (a) An employee may request a monthly pension benefit based on accrued pension service credit and final average salary calculation as of a specific date in the past which shall be referred to as the “back drop date”. The “back drop date” may not be prior to the earliest date that the employee was eligible to retire, and shall not be less than one year prior to the date the employee leaves active County employment. The monthly pension benefit the employee was eligible to receive as of the “back drop date” shall be referred to as the “monthly drop benefit”.
- (b) The total amount of the “monthly drop benefit” payments the employee would have received (plus the annual 2% pension increase) between the “back drop date” and the date the employee is removed from the County payroll due to actual retirement (after exhausting all allowable accrued time balances as documented by an ETCR form excluding sick allowance payments), plus interest earnings compounded on a monthly basis equal to the pension fund rate of return used by the ERS actuary for computing the County’s annual contribution to the system, shall be referred to as the “total drop benefit”.
- (c) If the employee opts for a “back drop” pension benefit:
 1. The “total drop benefit” shall be paid to the employee with appropriate deductions for state and federal taxes; or if permitted by IRS regulations, the employee may “roll over” the “total drop benefit” to an IRA; and
 2. The member shall begin to receive monthly payments of the “monthly drop benefit” (plus the 2% annual pension increase).
- (d) The standard pension options shall be available to an employee who opts for a “back drop benefit”, and the retention incentives incorporated into the pension benefit effective January 1, 2001 shall be

1 included when calculating the “monthly drop benefit”.

2 (10) Employees who became members of the retirement system on or after January
3 1, 1994 may upon retirement opt to continue their membership in the County
4 Group Health Benefit Program upon payment of the full monthly cost.

5 (11) The following shall apply only to members of the Employees' Retirement
6 System prior to January 1, 1994, and does not apply to employees who
7 become members of the Employees' Retirement System on and after January
8 1, 1994:

9 Members who retire on and after January 1, 1994 shall be eligible for a
10 normal pension when the age of the member when added to his/her
11 years of service equals 75, but this provision shall not apply to any
12 member eligible under 4.5 of Chapter 201, Employees' Retirement
13 System of the County of Milwaukee.
14

15 2.18 LIFE INSURANCE

16 (1) The County shall provide basic Group Life Insurance coverage in accordance
17 with Chapter 62 of the County Ordinances.

18 (2) (a) The amount of basic insurance coverage for each eligible employee
19 shall be set annually on the basis of the rate for the position and step in
20 the pay range, paid as of the first payroll period of the year in which
21 revised salaries become effective and rounded to the next highest
22 thousand dollars, provided however, that when the employee attains
23 age 65 the coverage shall be reduced pursuant to the formula contained
24 in Chapter 62.

25 (b) In the case of an employee becoming eligible during a calendar year,
26 the rate paid at the date of eligibility shall determine the amount of the
27 insurance.

28 (c) For an employee with an assigned work week less than 40 hours, the
29 amount of the insurance shall be prorated.

30 (3) The County shall pay the full premium:

- 1 (a) Effective 12/26/99, for the first \$25,000 of basic coverage for eligible
2 employees.
- 3 (b) For basic coverage in full in case of a retirement for disability.
- 4 (c) After attainment of age 65 as provided in Chapter 62.
- 5 (d) While an employee is on an approved leave-of-absence for military
6 service, but not to exceed a period of two years from date of entry into
7 service.
- 8 (4) The premium shall be shared by the County and the employee for basic coverage
9 above the first \$25,000 pursuant to the formula contained in Chapter 62.
- 10 (a) Through payroll deductions while the employee is employed by the
11 County.
- 12 (b) In the event an employee who has exhausted accumulated sick leave is
13 placed on a leave of absence without pay status on account of illness,
14 the employee shall continue to pay the shared premium during such
15 leave for a period not to exceed one year. The one-year period of
16 limitation shall begin to run on the first day of the month following
17 that during which the leave of absence begins. An employee must
18 return to work for a period of sixty (60) calendar days without
19 absences for illness related to the original illness in order for a new 1-
20 year limitation period to commence.
- 21 (5) The employee shall pay the full premium for the full amount of the basic
22 coverage when the employee is placed on a leave of absence without pay
23 status for any reason other than as noted in (4)(b) above.
- 24 (6) When there are not sufficient earnings to permit deducting any premiums
25 required by the employee, the insurance coverage shall lapse unless the
26 employee shall make a direct payment of such premium to the County in a
27 manner prescribed by the Department of Human Resources.
- 28 (7) (a) Within the limits prescribed above, a person on retirement is
29 eligible for basic life insurance coverage if covered by insurance at the
30 time of retirement.

(b) Employees selecting deferred retirement shall not be eligible to participate in the life insurance program.

(c) Eligible retirees shall be covered by the same premium payment provisions covering eligible employees as noted above except that eligible employees hired on and after January 1, 1994 may upon retirement opt to continue their basic life insurance coverage as noted in (a) and (b) upon payment of the full monthly premium.

(8) Employees will also be eligible to participate in the Optional Life Insurance Program provided in Section 62.08 of the General Ordinances of Milwaukee County.

The entire cost of this additional insurance shall be borne by the employee. Premium payment shall be made by way of payroll deduction except for periods of unpaid leave. During such periods, in order to maintain coverage pending return to paid status, the employee shall make premium payments directly to the County in the manner prescribed by the Department of Human Resources.

2.19 EMPLOYEE HEALTH BENEFITS

(1) Health and Dental Benefits shall be provided for in accordance with the terms and conditions of the current Plan Document and the Group Administrative Agreement for the Milwaukee County Health Insurance Plan or under the terms and conditions of the insurance contracts of those Health Maintenance Organizations approved by Milwaukee County. The effective date of this section shall be January 1, 2001. In the event that a labor agreement has not been consummated as of the effective date, all monthly employee premiums shall be paid retroactively to include all coverage under this section.

(2) Eligible employees may choose health benefits for themselves and their dependents under a fee-for-service plan or Health Maintenance Organization approved by the County.

(3) Each eligible employee enrolled in the plan shall pay \$80.00 toward the monthly cost of a single plan and \$100 per month toward the cost of a family plan.

- 1 (4) Each eligible employee enrolled in an HMO approved by the County, shall
2 pay \$80.00 toward the monthly cost of a single plan and \$100 per month
3 toward the cost of a family plan.
- 4 (5) The appropriate payment shall be made through 24 equal payroll deductions.
5 When there are not enough net earnings to cover such a required contribution,
6 and the employee remains eligible to participate in a health care plan, the
7 employee must make the payment due within ten working days of the pay date
8 such a contribution would have been deducted. Failure to make such a
9 payment will cause the insurance coverage to be canceled effective the first of
10 the month for which the premium has not been paid.
- 11 (6) In the event an employee who has exhausted accumulated sick leave is placed
12 on leave of absence without pay status on account of illness, the County shall
13 continue to pay the monthly cost or premium for the Health Plan chosen by
14 the employee and in force at the time leave of absence without pay status is
15 requested, if any, less the employee contribution during such leave for a
16 period not to exceed 1 year. The 1-year period of limitation shall begin to run
17 on the first day of the month following that during which the leave of absence
18 begins. An employee must return to work for a period of sixty (60) calendar
19 days with no absences for illness related to the original illness in order for a
20 new 1-year limitation period to commence.
- 21 (7) Where both husband and wife are employed by Milwaukee County, either the
22 husband or the wife shall be entitled to one family plan. Further, if the
23 husband elects to be the named insured, the wife shall be a dependent under
24 the husband's plan, or if the wife elects to be the named insured, the husband
25 shall be a dependent under the wife's plan. Should neither party make an
26 election the County reserves the right to enroll the less senior employee in the
27 plan of the more senior employee.
- 28 (8) Coverage of enrolled employees shall be in accordance with the monthly
29 enrollment cycle administered by the County.

- 1 (9) Upon the death of any retiree, only those survivors eligible for health
2 insurance benefits prior to such retiree's death shall retain continued eligibility
3 for the Employee Health Insurance Program.
- 4 (10) Employees who become members of the retirement system on and after
5 January 1, 1994 may upon retirement opt to continue their membership in the
6 County Group Health Benefit Program upon payment of the full monthly cost.
- 7 (11) Each eligible employee will be limited to pay an annual out of pocket expense
8 for their costs payable under Major Medical provisions, including any
9 applicable deductible and percent co-payment, to a maximum of \$1,500.00
10 under a single plan and \$2,500.00 under a family plan. Major medical
11 benefits will be paid by the County at 100% after the annual out of pocket
12 maximum has been satisfied. The major medical co-payment shall be 20%,
13 after application of the deductible up to the applicable maximum.
- 14 (12) Eligible employees may continue to apply to change their health plan to one
15 of the options available to employees on an annual basis. This open
16 enrollment shall be held at a date to be determined by the County and
17 announced at least 45 days in advance.
- 18 (13) The County shall have the right to require employees to sign an authorization
19 enabling non-County employees to audit medical and dental records.
20 Information obtained as a result of such audits shall not be released to the
21 County with employee names unless necessary for billing, collection, or
22 payment of claims.
- 23 (14) The County reserves the right to terminate its contracts with its health plans
24 and enter into a contract with any other administrator. The County may
25 terminate its contract with its current health plan administrator and enter into a
26 replacement contract with any other qualified administrator or establish a self-
27 administered plan provided:
- 28 (a) That the cost of any replacement program shall be no greater to
29 individual group members than provided in par. (3) above immediately
30 prior to making any change.
- 31 (b) That the coverages and benefits of such replacement program shall

1 remain the same as the written Plan Document currently in effect for
2 employees and retirees.

3 (c) Prior to a substitution of a Third Party Administrator (TPA) or
4 implementing a self-administered plan, the County agrees to provide
5 the Union with a full 60 days to review any new plan and/or TPA.

6 (d) Any dispute arising out of the alleged failure of the County to abide by
7 the assurances contained in this section may be submitted to arbitration
8 by the Union. The decision of the Arbitrator shall be limited to a
9 determination of whether or not the substitute plan is in compliance
10 with (a), (b), and (c) above, shall specifically identify the lack of
11 compliance and shall be final and binding in that respect. The
12 Arbitrator shall not have the authority to reform the substantive
13 provisions of any replacement Plan Document or Group
14 Administrative Agreement but may order the County to modify it in
15 order to comply with the assurances of this section. Any such
16 challenge shall be brought within the 60 day period of review provided
17 in (c) above. No substitute Plan Document or Group Administrative
18 Agreement shall be implemented until the issues submitted to
19 arbitration have been resolved.

20 (15) (a) The deductible under hospital/surgical provisions of the Milwaukee
21 County Health Plan is \$100.00 per confinement for eligible employees
22 and/or their dependents.

23 (b) All non-emergency admissions as a hospital in-patient must be pre-
24 certified by an agency selected by the County. The employee or other
25 family member must telephone the pre-certifying agency forty-eight
26 (48) hours prior to date of admission and provide the agency with the
27 name, address and telephone number of the admitting physician, the
28 date of the admission, the name of the hospital of admission, and the
29 name of the patient.

- 1 (c) For employee(s) who comply with this obligation, the deductible under
2 hospital/surgical benefit provisions will be reduced to \$50.00 per
3 confinement for eligible employees and/or their dependents.
- 4 (d) For emergency admissions, the employee or other family member
5 must telephone the pre-certifying agency within twenty-four (24)
6 hours after admission with the name, address, and telephone number of
7 admitting physician, the date of the admission, the name of the
8 hospital of admission and the name of the patient. For employee(s)
9 who comply with this obligation, the deductible under
10 hospital/surgical benefit provisions will be reduced to \$50.00 per
11 confinement for eligible employees and/or their dependents.
- 12 (e) Continued hospitalization will also be subject to concurrent review by
13 the pre-certifying agency. The pre-certifying agency and the claim
14 service provider shall be selected by the County.
- 15 (16) (a) The County reserves the right to establish a network of Preferred
16 Providers under the County Health Plan. The network shall consist of
17 hospitals, physicians, and other health care providers selected by the
18 County. For employee(s) and/or their dependents who are authorized
19 admission as an in-patient to one of the preferred hospitals, the
20 hospital/surgical deductible applicable to the employee shall be
21 reduced \$50.00 per confinement.
- 22 (b) For employees and/or their dependents, the physician co-payment
23 provided as part of major medical coverage, when a preferred
24 physician provider is used, shall be reduced to ten percent.
- 25 (c) The County reserves the right to add, modify or delete any and all
26 providers under the Preferred Provider Network. If all Preferred
27 Providers are eliminated, the County shall waive the \$50.00
28 hospital/surgical deductible.
- 29 (17) **(NOTE: See attached Schedule of Benefits for an outline of this section.)**
30 Milwaukee County shall amend the Schedule of Benefits for the in-patient and
31 out-patient treatment of Mental and Nervous Disorders, Alcohol and Other

1 Drug Abuse (AODA), of the Plan Document for the Milwaukee County
2 Health Plan to channel employees and their dependents to the PPO providers
3 selected by the County. The channeling shall consist of:

4 (a) If the employee and the dependent use an in-patient PPO facility,
5 benefits are payable at 80% of the contracted rate for 30 days as long
6 as the PPO approves both the medical necessity and appropriateness of
7 such hospitalization.

8 (b) If the employee and the dependent use a non-PPO facility, benefits are
9 payable at 50% of the contracted rate for a maximum of thirty (30)
10 days. The hospitalization is still subject to utilization review for
11 medical necessity and medical appropriateness.

12 (c) The first two visits of outpatient treatment by network providers will
13 be reimbursed at 100% with no utilization review required. Up to 25
14 further visits for outpatient treatment when authorized by the PPO,
15 will be reimbursed at 95% of the PPO contracted rate. In addition,
16 when authorized by the PPO, up to 30 days per calendar year, per
17 insured, of day treatment or partial hospitalization shall be paid at 95%
18 of the contracted rate for all authorized stays at PPO facilities.

19 (d) The first 15 visits of out-patient treatment authorized by the PPO but
20 not provided by a PPO provider shall be paid at 50% of the contracted
21 rate for all medically necessary and appropriate treatment as determined
22 by the PPO. When authorized by the PPO, up to 30 days per calendar
23 year, per insured, of day treatment or partial hospitalization shall be
24 paid at 50% of the contracted rate for all authorized stays at non-PPO
25 facilities.

26 (18) The Schedule of Benefits of the Plan Document for the Milwaukee County
27 Health Plan shall be amended to include the following provisions:

28 (a) The annual Major Medical deductible shall be \$400 per insured; the
29 calendar year Major Medical deductible per family shall be \$1,200.

1 (b) If the insured uses a PPO physician, the Major Medical Annual
2 deductible will be reduced to \$150 per insured; \$450 per family, per
3 year.

4 (19) Each year, Milwaukee County shall pay a cash incentive of \$500 per contract
5 (single or family plan) to each eligible employee who elects to dis-enroll or
6 not to enroll in a Milwaukee County Health Plan. Any employee who is hired
7 on and after January 1, and who would be eligible to enroll in health insurance
8 under the present County guidelines who chooses not to enroll in a Milwaukee
9 County health plan shall also receive \$500. Proof of coverage in a non-
10 Milwaukee County group health insurance plan must be provided in order to
11 qualify for the \$500 payment. Such proof shall consist of a current health
12 enrollment card.

13 The \$500 shall be paid on an after tax basis. When administratively possible,
14 the County may convert the \$500 payment to a pre-tax credit which the
15 employee may use as a credit towards any employee benefit available within a
16 flexible benefits plan.

17 The \$500 payment shall be paid on an annual basis by payroll check no later
18 than April 1st of any given year to qualified employees on the County payroll
19 as of January 1st. An employee who loses their non-Milwaukee County group
20 health insurance coverage may elect to re-join the Milwaukee County
21 Conventional Health Plan. The employee would not be able to re-join an
22 HMO until the next open enrollment period. The \$500 award must be repaid
23 in full to the County prior to coverage commencing. Should an employee re-
24 join a health plan he/she would not be eligible to opt out of the plan in a
25 subsequent calendar year.

26 (20) Effective January 1, 1994, Milwaukee County shall deduct employees'
27 contributions to health insurance on a pre-tax basis pursuant to a Section 125
28 Plan.

29 (a) Effective July 1, 2001, after the adoption of a Section 125 Plan
30 Document, Milwaukee County shall establish and administer Flexible
31 Spending Accounts (FSA's) for those employees who desire to pre-

1 fund their health insurance costs as governed by IRS regulations. The
2 County retains the right to select a third party administrator.

3 (b) Other benefits may be included in the Section 125 Plan as mutually
4 agreed upon by Milwaukee County and the Union. Such agreement
5 would be by collateral agreement to this contract.

6 (21) Prescription drug coverage shall be carved out of the Milwaukee County
7 Health Plan. Such coverage shall be provided through a pharmacy benefit
8 management program (PBM) approved by the County. The employee shall
9 pay 10% of the cost for a generic drug, or 20% of the cost for a brand name
10 drug (\$3 minimum) at the point of purchase. The PBM will be responsible for
11 establishing, updating, and administering the program. Standard pre-
12 certification and protocols of the PBM will be used. A thirty (30) day supply
13 of a prescription shall be available from a participating local pharmacy and a
14 ninety (90) day supply via mail order at a maximum cost of \$75. For
15 prescriptions limited by law to a thirty (30) day supply the maximum mail
16 order cost shall be \$25. The managed pharmacy benefit program shall include
17 all medically necessary pharmaceuticals, or generic equivalents, that were
18 covered prior to said managed pharmaceuticals benefit program being
19 implemented.

20 (22) The County shall implement a disease management program. Such program
21 shall be designed to enhance the medical outcome of a chronic illness through
22 education, treatment, and appropriate care. Participation in the program by
23 the patient shall be strictly voluntary, and the patient can determine their
24 individual level of involvement. Chronic illness shall be managed through a
25 variety of interventions, including but not limited to contacts with patient and
26 physician, health assessments, education materials, and referrals. The County
27 shall determine all aspects of the disease management program.

28 (23) The County shall have the right to determine "medical providers of
29 excellence." In order to qualify for such designation, such providers shall, in
30 the estimation of the County, meet exemplary standards including but not
31 limited to quality of care, patient safety, administrative efficiency, patient

1 satisfaction, and/or value pricing for specific medical conditions. When the
2 County pre-authorizes medical treatment by such provider, the County shall
3 pay 100 percent of all charges except for prescription drugs. The
4 determination of medical providers of excellence shall be based on sound
5 accepted medical protocol. Milwaukee County shall provide the Union with
6 the list of such centers and a written basis for the determination of such
7 designation. The cost of the services shall not be the sole basis for a
8 designation of medical provider of excellence.

9
10 2.191 DENTAL INSURANCE

- 11 (1) Employees shall be offered the option of the Milwaukee County Dental
12 Benefits Plan or the Care Plus Prepaid/Dental Associates Plan.
13 (2) The County shall pay the full cost of dental insurance for employees hired
14 prior to July 31, 1989. Employees hired on or after July 31, 1989 shall pay
15 \$2.00 per month toward the cost of a single plan, or \$6.00 per month toward
16 the cost of a family plan through payroll deductions.

17
18 2.192 JOINT HEALTH CARE COST CONTAINMENT COMMITTEE

19 The County and the Union agree to establish a committee consisting of eight
20 members, four appointed by the County, and four appointed by the Union to review County
21 health insurance experience data, study methods of cost control, and educate employees
22 regarding health insurance utilization and health care. All health care cost containment
23 measures shall be referred to this committee for its recommendations to the County Board's
24 subcommittee on medical self-insurance. The County shall not implement any Health Care
25 Cost Containment measure not contained in this agreement which are mandatory subjects of
26 collective bargaining without the favorable recommendation of this committee.

27
28 2.193 DEFERRED COMPENSATION

29 Bargaining unit employees shall be permitted to participate in Milwaukee County's
30 Deferred Compensation Program. Milwaukee County reserves the unilateral right to select
31 and/or change the Plan Administrator.

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2.20 VACATION

- (1) Effective January 1, 2002 employees shall receive annual leave with pay to serve as vacation in accordance with the following schedule, based upon years of continuous service as defined in sec. 17.17(1), C.G.O. After 1,040 hours of employment, 40 hours of leave shall be granted.
- | | | |
|----------------|----|-----------|
| After 1 year | -- | 80 hours |
| After 5 years | -- | 120 hours |
| After 10 years | -- | 160 hours |
| After 15 years | -- | 200 hours |
| After 20 years | -- | 240 hours |
- (2) The County agrees vacation periods shall be allowed in periods of less than one week duration. Vacation shall be pro-rated for employees with an assigned work week of less than 40 hours.
- (3) Whenever possible, vacations shall be granted at the time requested by the employee. Approval of vacation requests shall be based on bargaining unit seniority subject to existing practices which relate to wages, hours and conditions of employment.

2.21 HOLIDAYS-PERSONAL HOURS

- (1) All regular full time employees hired on or before December 31, 1976, shall receive 24 hours leave per year known as personal hours in addition to earned leave by reason of vacation, accrued holidays and compensatory time.
- (2) Personal hours are in lieu of all election days which, effective January 3, 1971, are eliminated as holidays except for the election day which occurs in November of each even-numbered year. The even-numbered year November election day shall continue to serve as a holiday.
- (3) Regular full time employees hired on and after January 1, 1977, shall accrue personal hours during their first fractional calendar year of employment as follows:

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- | | | Hours Accrued in Initial |
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| | <u>Date of Hire</u> | <u>Fractional Calendar Year</u> |
| | On or before April 30 | 24 Hours |
| | May 2 to August 31 | 16 Hours |
| | September 1 and Thereafter | 8 Hours |
- (4) Personal hours may be taken at any time during the calendar year in which they are accrued in periods of not less than one-half hour, subject to the approval of the department head.
- Supervisory personnel shall make every reasonable effort to allow employees to make use of personal hours as the employee sees fit, it being understood that the purpose of such leave is to permit the employee to be absent from duty for reasons which are not justification for absence under other existing rules relating to leave with pay.
- (5) Whenever possible requests to liquidate personal hours, holidays or compensatory time shall be granted. subject to existing practices, which relate to wages, hours and conditions of employment. In case of conflict, the employee with the greater bargaining unit seniority shall be granted the hours off.
- (6) The following days of each year are holidays:
January 1, the third Monday in January, the third Monday in February, the last Monday in May, July 4, November 11, the fourth Thursday in November, December 25, the day appointed by the Governor as Labor Day, and the day of holding general election in November of even numbered years.
- (7) Effective calendar year 2002, the fourth Friday in November shall be observed as a minor holiday.
- (8) A holiday falling on a Saturday shall be observed on the preceding scheduled workday and a holiday falling on a Sunday shall be observed on the following scheduled workday, except in the 7-day service where the present system of accruing and exhausting holidays shall remain in effect.
- (9) Floating Holiday - Beginning in 1997, employees with an assigned work week of 40 hours who use no sick allowance and take no time without pay during

1 the payroll year, shall receive eight hours of holiday time which may be used
2 in accordance with Civil Service Rule VIII Section 3. Use of excused time,
3 including excused time used for medical appointments or bereavement leave,
4 shall not be considered as sick allowance under this section.
5

6 2.22 SICK LEAVE

7 (1) All employees who are compensated on a biweekly or annual basis and are
8 required to work half time or more shall accrue leave of absence with pay for
9 illness of 3.7 hours for each pay period, or a proportionate credit for
10 employees who regularly work less than 40 hours per week; provided,
11 however, that such credit shall be canceled for each pay period in which the
12 employee is absent without pay for more than 3/8 of the required hours except
13 absences due to disability in line of duty or leave for military service; and
14 further provided that:

15 (a) Reasons for the absence and the good faith of the employee in taking
16 such leave shall be supported by such reasonable evidence as may be
17 required by the appointing authority including a physician's certificate,
18 personal affidavit, or by other means; and

19 (b) That when the illness of an employee is such as may make it necessary
20 to take leave of absence of more than 3 days, a statement shall be
21 made to the appointing authority in writing from a licensed physician
22 or from an authorized Christian Science practitioner, stating the period
23 of time the employee was unable to work because of illness.

24 (2) In addition to illness, excused time charged against sick leave may be taken
25 for the purpose of enabling employees to receive non-emergency medical
26 attention during duty hours. Such time may be allowed for scheduled
27 appointments for any type of medical or dental care. Excused time charged
28 against sick leave will be allowed for quarantine due to exposure to
29 contagious diseases and critical illness in the immediate family of the
30 employee when the employee's presence is required as determined by the
31 attending physician. Immediate family is defined as husband, wife, child,

1 brother, sister, parent or foster parent; it shall not be necessary that such
2 person(s) shall have resided with the employee to come within such
3 classification.

4 This modification in the use of sick leave recognizes the current difficulty
5 encountered in attempting to schedule non-emergency medical treatment
6 during an employee's off duty hours. Because of the nature of the treatment or
7 examination for which excused time charged against sick leave is allowed for
8 these purposes, such absences are predictable. In order to receive excused
9 time charged against sick leave for the type of medical treatment or
10 examination contemplated herein, the practitioner treating the employee shall
11 provide the employee with written notice setting forth the date and time of the
12 employee's appointment, which notice shall be filed with the employee's
13 supervisor.

14 Excused time charged against sick leave for these purposes shall be limited to
15 3 hours per incident including travel between the employee's work site and the
16 place of his/her appointment. Excused time charged against sick leave may
17 not be used for disciplinary purposes.

18 19 2.23 BEREAVEMENT LEAVE

- 20 (1) Three days of leave with pay to be deducted from the employee's sick leave
21 account may be allowed because of death in the immediate family whenever
22 both death and funeral occur within Milwaukee County or its vicinity.
23 Whenever either death or funeral occurs elsewhere, additional travel time may
24 be allowed as leave with pay. Immediate family is defined as husband, wife,
25 child, brother, sister, parent, or foster parent and it shall not be necessary that
26 such person(s) shall have resided with the employee.
- 27 (a) Where one day is authorized, it must be taken on the day of the
28 funeral..
- 29 (b) Where more than one excused day is allowed, such days must be
30 consecutive calendar days, one of which is the date of the funeral.

- 1 (c) Where travel time is allowed, one travel day must precede the funeral
2 and one travel day must follow the funeral day.
- 3 (d) Scheduled off days shall be considered as part of the total funeral leave
4 allowed when such off days fall within permissible bereavement leave
5 days when such days are considered consecutively. Scheduled
6 vacation days falling within the bereavement period may be
7 rescheduled for liquidation during the remainder of the year.
- 8 (2) Whenever the funeral occurs outside Milwaukee or its vicinity, travel time
9 may be allowed as follows:
- | | |
|----------------------------|--------|
| 10 Up to 75 miles | None |
| 11 Between 75 to 150 miles | 1 Day |
| 12 Over 150 miles | 2 Days |
- 13 (3) Any employee scheduled to work the night shift shall have the option of
14 taking off the night before or night of the funeral.
15

16 2.24 LEAVES OF ABSENCE WITHOUT PAY

- 17 (1) Leaves of absence without pay not exceeding 30 calendar days shall be
18 granted for good reason to any employee with the approval of their
19 department head or designee. Such approval shall not be unreasonably
20 withheld. Requests for such leaves shall be made by the employee as far as
21 possible in advance of the date on which such leave is to begin. Employees
22 shall be reinstated to their former positions upon return from leave.
- 23 (2) Prior to the commencement of the leave of absence, the employee shall sign
24 the leave of absence and be furnished with a signed approved copy thereof
25 indicating the dates on which such leave begins and ends. In those cases
26 where the employee is not on duty prior to the commencement of the leave,
27 the leave of absence form shall be forwarded to him/her by certified mail for
28 signature. The employee shall sign such form and return it to the department
29 head for his/her approval, a signed copy of which shall be returned to the
30 employee by certified mail.

- 1 (3) In the event the employee is unable to return from such leave as scheduled,
2 he/she shall notify his/her department head to that effect as soon as such
3 circumstances come to his/her attention. The employee shall advise the
4 department of the date on which he/she is expected to be able to return to
5 work. However, no leave of absence without pay may exceed 30 days without
6 the prior approval of the employee's department head.
- 7 (4) Upon return, the employee shall provide evidence acceptable to his/her
8 department head verifying the cause of his/her failure to return as scheduled.
9 The acceptability of the employee's excuse shall be subject to the reasonable
10 evaluation of the department head.
- 11 (5) Failure to return from a leave of absence upon the expiration of such leave
12 shall be grounds for discharge.
- 13 (6) Leaves of absence without pay in excess of 30 days require the prior approval
14 of the employee's department head. The department head's reasons for
15 approval shall be in accordance with Civil Service Rules in effect on the
16 effective date of this agreement.
- 17 (7) The County agrees that employees who run for public office may or may not
18 take a leave of absence without pay.
- 19 (8) Employees returning from an approved leave of absence without pay for 1
20 year or less shall return to their former position from which the leave was
21 granted. After an approved leave of absence without pay of 1 year or more,
22 employees shall be returned to their former classification if a vacant position
23 authorized to be filled exists. If not, the County will make every effort to
24 place such employee in another vacant position authorized to be filled within
25 the same classification in the County Service. If no such vacancy exists, the
26 employee shall be placed on the layoff/recall list for that classification.
- 27 (9) The parties shall adhere to the provisions of the Federal and State Family
28 Medical Leave Acts.
- 29

1 2.25 SENIORITY DEFINED

- 2 (1) Employees appointed to a bargaining unit position after 1/1/84 shall have
3 seniority based on the number of hours credited, excluding overtime but
4 including temporary, emergency, seasonal and hourly employment or their
5 assigned work week whichever is greater, not to exceed 80 hours per pay
6 period, providing their appointment to a bargaining unit position has been
7 continuous. Employees who have continuously held an appointment to a
8 bargaining unit position since 1/1/84 shall have their county-wide seniority
9 earned prior to 1/1/84 added to the number of hours credited, excluding
10 overtime but including temporary, emergency, seasonal and hourly
11 employment or their assigned work week whichever is greater, in a bargaining
12 unit position since 1/1/84. Seasonal employee shall not exercise seniority per
13 (3) below until seasonal employees achieve regular appointment to a full-time
14 bargaining unit position.

15 Upon receiving a regular appointment to a full-time bargaining unit
16 position employees will be given bargaining unit seniority for all hours
17 credited in any classification in the bargaining unit if there is less than a three
18 year and one day break between the termination of a seasonal, hourly,
19 temporary or emergency appointment and the beginning of the regular
20 appointment unless such employee's service was interrupted as noted in
21 2.25(2) (a) through (d). Employees with the same seniority hours shall be
22 placed on the seniority list in numerical order based on the last 4 digits of the
23 social security number with the highest number being the most senior.

24 Employees on leave of absence shall continue to accrue bargaining
25 unit seniority during such leaves except as noted on 2.25(5).

- 26 (2) Bargaining unit seniority shall be interrupted and shall be measured from the
27 most recent date of hire under the following circumstances:

- 28 (a) An employee who resigns from a bargaining unit position and is not
29 reinstated to a bargaining unit position within 30 days of the effective
30 date of such resignation.

(b) An employee is discharged and is not reinstated to a bargaining unit position pursuant to an appeal of such discharge.

(c) Is laid off from a bargaining unit position for a period of three years and one day.

(d) Is terminated from any type of an appointment to a bargaining unit position for more than 30 days except in the case of seasonal, hourly, temporary, or emergency appointment as noted in (1) above.

(3) Whenever it appears in this Agreement, the term "seniority" shall mean the right established as a result of an accumulation of County service in the bargaining unit to achieve preferential treatment over other bargaining unit employees competing for a specific adjustment relating to hours or conditions of employment.

(4) Vacancies authorized to be filled in the bargaining unit shall be filled by bargaining unit employees before said vacancies are filled by any non-bargaining unit employee. Seniority shall begin from the date of the appointment to the bargaining unit position.

(5) After the effective date of this Agreement, represented employees who receive a leave of absence to accept an emergency or temporary appointment to a non-bargaining unit position and return to the bargaining unit immediately upon termination of the leave shall not accrue bargaining unit seniority during such appointment.

2.26 WORK WEEK

In departments where there are different off days for employees in the same classification, the employee with the greater bargaining unit seniority consistent with 2.25 shall have first selection of scheduled days off when a vacancy occurs, except in those areas where off days are rotated.

2.27 SHIFT SELECTION

(1) Vacancies shall be filled by the employee with the greatest bargaining unit seniority consistent with 2.25 having a request on file for said shift and/or hours.

- 1 (2) Existing practices which relate to mandatory subjects of bargaining for
2 selection of shifts and starting times shall remain in effect unless changed by
3 collateral agreement.

4
5 2.29 INJURY OR ILLNESS IN LINE OF DUTY

6 (1) Definition

- 7 A. Chapter 102 of the Wisconsin State Statutes
8 (Wisconsin Worker's Compensation Act) requires Milwaukee County
9 to provide Worker's Compensation coverage for employees who are
10 injured by accident, who develop an illness which arises out of and in
11 the course of their employment or when the employee is performing
12 services incidental to their employment. All full-time, part-time,
13 temporary, hourly, and seasonal employees on the County payroll are
14 eligible to receive Worker's Compensation benefits should they suffer
15 an occupational injury/illness.

16 (2) Responsibilities

- 17 A. Risk Management Section of the Department of Administration has
18 the responsibility to develop and manage the County's Worker's
19 Compensation Program and to maintain the records of the Worker's
20 Compensation Program. The Risk Management Section shall prepare
21 a bulletin listing in sequence the proper procedures to be followed by
22 employees and departmental administrators for reporting duty-incurred
23 injuries and processing of claims and shall post such bulletin in
24 conspicuous places in all County buildings where employees are
25 assigned.
- 26 B. Department of Human Resources has the responsibility to administer
27 the Return To Work Program.
- 28 C. Departments. The responsibilities of each department shall be as
29 follows:
- 30 1. Insure that all employees within their departments are aware of
31 the procedures for reporting a Worker's Compensation claim.

2. Complete the First Report of Injury (WC-12) and forward it to the Risk Management Section within 48 hours of any accident or claim for occupational injury or illness.
 3. If the employee loses time, send a copy of the employee's time card or complete Form 995 (Payroll) and attach to the WC-12.
 4. Forward all medical bills or other correspondence received from an employee, physician or medical care facility to the Risk Management Section.
 5. Notify Risk Management Section within 24 hours of an employee's first day back on the job.
 6. Cooperate with the Risk Management Section during investigation of claims and assist in other Worker's Compensation related programs which may be approved by the County Board from time to time.
 7. Notify the Risk Management Section immediately of any accidents resulting in catastrophic injuries or death.
- D. Supervisors. The responsibility of each supervisor shall be as follows:
1. Direct employee to first aid immediately upon notice of injury to the employee. Provide injured with Injury Referral Slip.
 2. Forward, within 48 hours, all reports of occupational injury or illness to department personnel responsible for filing Worker's Compensation claims with the Risk Management Section.
 3. Complete the County Accident Loss Report within 24 hours and submit it to appropriate department personnel for forwarding to the Risk Management Section.
 4. Notify designated department personnel when an injured employee resumes work.
 5. Cooperate with the Risk Management Section during investigation of all claims and in implementing all Worker's Compensation related programs which may be approved by the County Board from time to time.

1 6. Notify Department Head or their designees and the Risk
2 Management Section immediately of any accidents resulting in
3 catastrophic injuries or death.

4 E. Employees. The responsibility of each employee shall be as follows:

- 5 1. Report any job related accidents or injuries to their supervisor
6 immediately.
- 7 2. Report any suspected occupational illness or potential injury
8 causing condition to their supervisor immediately.
- 9 3. Cooperate with the Risk Management Section during their
10 investigation of the claim. Initial investigation may include
11 giving a recorded or written statement concerning the incident.
12 Failure to cooperate could cause a delay in determination of
13 compensability.
- 14 4. Cooperate with the Risk Management Section during their
15 continued handling of the claim, including supplying additional
16 information as necessary and keeping scheduled medical
17 evaluations.
- 18 5. Submit medical bills to Risk Management Section for
19 processing.
- 20 6. Comply with the medical treatment plan as prescribed by the
21 treating physician in accordance with Worker's Compensation
22 Law.

23 (3) Choice of Practitioner

24 A. Where the employer has notice of an injury and its relationship to the
25 employment, the Department shall offer to the injured employee his or
26 her choice of any physician, chiropractor, dentist, or podiatrist licensed
27 to practice and practicing in the State for treatment of the injury. By
28 mutual agreement the employee may have the choice of any qualified
29 practitioner, not licensed in the State. In case of emergency, the
30 Department may arrange for treatment without tendering a choice.
31 After the emergency has passed, the employee shall be given his or her

1 choice of attending practitioner at the earliest opportunity. The
2 employee has the right to a second choice of attending practitioner on
3 notice to the Risk Management Section. Any further choice shall be
4 by mutual agreement. Partners and clinics are deemed to be one
5 practitioner. Treatment by a practitioner one referral from another
6 practitioner is deemed to be treatment by one practitioner.

7 (4) Claim Adjudication

8 A. Reporting a Claim

- 9 1. All injuries must be reported to the immediate supervisor, who
10 completes a Milwaukee County Accident Report and forwards
11 it to the payroll clerk.
- 12 2. The payroll clerk shall notify the Department of
13 Administration, Loss Prevention, by completing a First Report
14 of Injury (WC-12).
- 15 3. The payroll clerk must send notification of the sick allowance
16 balance to the Claims Supervisor.
- 17 4. The form must be mailed to the Claims Supervisor, DOA,
18 Courthouse Room 308 within 24 hours of the accident or the
19 reporting of a work related illness or injury.
- 20 5. Payroll clerk, supervisor or employing department will provide
21 written authorization for the employee to seek treatment by
22 completing an Injury Referral slip and giving it to the employee.

23 B. Claim Determination

- 24 1. The Claims Supervisor will review the WC-12 and Accident
25 Report and perform any further investigation necessary to
26 make a claim determination.
- 27 2. Employee and the Union will be notified in writing if the claim
28 is denied.
- 29 3. In the event of a lost time injury, the payroll clerk will begin
30 payment of injury pay to the employee (Code 29).

4. In the event of a questionable claim, the department will contact the Claims Supervisor, DOA.
 5. In the event of a lost time injury whose duration is likely to be more than twenty-one calendar days (three working weeks), the Claims Supervisor will forward to the attending physician the Milwaukee County Physical Capabilities Form along with a cover letter. The payroll clerk will be advised by the Claims Supervisor to continue injury pay while the claim is awaiting this further investigation.
 6. The Claims Supervisor will establish follow-up procedures which will enable him/her to track the Physical Capabilities Form so that the treating physician responds on a timely basis.
 7. Upon receipt of a completed Physical Capabilities Form, the Claims Supervisor will forward a photocopy of the form to Human Resources to the attention of the Human Resources Analyst who is coordinating the Return To Work Program.
- (5) Return To Work Program.
- A. Job Modification
1. The Human Resources Analyst will review the Physical Capabilities Form to determine if the employee's job can be modified to accommodate any medically necessary work restrictions which were imposed by the treating physician.
 2. The Human Resources Analyst will meet with the employee's immediate supervisor to review the Physical Capabilities Form and the employee's current job description. Some criteria to be considered are current job requirements, work environmental issues and tool modifications available and their cost benefit.
 - a. The Physical Capabilities Form will be reviewed with the Supervisor.
 - b. A copy of the Temporary Modified Job Description will be mailed to the employee for his/her review.

- c. Both forms will be reviewed over the phone or in person with the employee.
 3. The Human Resources Analyst will complete a Temporary Modified Job Description.
 - a. A mutually agreed upon return to work date will be determined as described in points 1 & 2.
 - b. The employee will meet with the Human Resources Analyst within their first three days of returning to work to once again review and to sign the Temporary Modified Job Description to acknowledge receipt of same.
 - c. A photocopy will be provided to the employee, supervisor, Claims Supervisor, Local Union Chief Steward, and the attending physician.
 4. If the Human Resources Analyst finds that the job cannot be modified sufficiently to enable the County to meet the work restrictions, the employee will not be returned to work at this point in time.
 5. It is the responsibility of the Supervisor to monitor that the employee is not exceeding the restrictions as determined by the medical evaluation. The Supervisor should contact the Human Resources Analyst directly if any questions or concerns arise due to the job modifications.
 6. The supervisor cannot schedule the employee beyond the restricted hours as stated on the Physical Capabilities Form.

B. Monthly Status Review

1. The Human Resources Analyst will submit the Return To Work Monthly Review form to the employee's treating physician within 30 to 45 days after receipt of the initial Physical Capabilities Form and on an as needed basis thereafter.

2. Should the treating physician modify the restrictions, the employee's job description will be duly modified following the procedures outline in Section 5A.3.
3. Once the end of the healing period has been established and it has been determined the employee can return to work without work restrictions, the employee would be required to perform all the duties of the original job description.
4. Once the end of the healing period has been established and the employee has permanent restrictions which prevent him/her from performing all the duties of their original job description, the temporary modified duty assignment will cease immediately.
5. The Human Resources Analyst assigned to the Return To Work Program will attempt to find alternative employment within Milwaukee County for such employee within the guidelines of the current memorandum of agreement between Milwaukee County and Milwaukee District Council 48, AFSCME, AFL-CIO and its appropriate affiliated locals.

C. Compensation

1. While on the Return To Work Program, the employee will receive a combination of injury pay and regular pay for regularly scheduled hours up to 40 hours per week if restrictions on his/her hours of work are in place.
2. The Payroll Clerks should pay for all time worked at the employee's regular rate. The difference between regularly scheduled hours up to 40 hours and the total hours worked should be paid as injury pay (code 29).
3. The Payroll Clerks should contact the Claims Supervisor if any issues arise regarding restrictions, medical evaluations and hours of work.

1 (6) Reporting of Recurrent Injuries

- 2 A. Employees who have sustained a recurrence of medical problems
3 related to a prior occupational injury/illness must submit notification
4 to the Risk Management Section.
- 5 B. Departments must complete and submit the Resumption Form which
6 should be sent promptly to the Risk Management Section for
7 determination of compensability.
- 8 C. Employees should return to the physician who treated them for their
9 original occupational injury/illness. The physician should be
10 requested to send a report to the Risk Management Section outlining
11 the cause and nature of the current medical problem.
- 12 D. The employee shall be notified in writing if it is determined that the
13 problems do not appear to be related to a prior injury. If it is
14 determined that a new injury has been sustained, the procedures
15 outlined in (2) should be followed.

16 (7) Use of Line of Duty Lost Time

- 17 A. When employees, except hourly and seasonal employees, covered by
18 this agreement sustain injuries within the scope of their employment
19 for which they are entitled to receive worker's compensation
20 temporary disability benefits, as provided by Chapter 102 of the
21 Wisconsin Statutes (Worker's Compensation Act), they shall receive
22 80% of their base salary as "injury pay" instead of such worker's
23 compensation benefits for the period of time they may be temporarily
24 totally or temporarily partially disabled because of such injuries. Such
25 injury pay shall not be granted for more than 2,080 hours for any one
26 compensable injury or recurrence thereof.
- 27 B. If the Internal Revenue Service (IRS) determines that the injury pay
28 benefits provided hereunder are taxable as wages, then beginning with
29 the effective date of such determination, the County will no longer
30 require the 20% employee deduction from injury pay benefits provided
31 for in 7A. of this Article, above.

- 1 C. Eligibility for injury leave begins the day of the injury and expires
2 after 2,080 total hours.
- 3 D. Injury leave can be used for follow-up medical treatment after return
4 to work.
- 5 E. The 2,080 hour maximum applies to each compensable occurrence and
6 any resumptions resulting from the same injury.
- 7 F. Employees who are ineligible for injury pay or employees who have
8 exhausted their injury leave benefits and have not been released to go
9 back to work will be placed on direct Worker's Compensation
10 payments in accordance with the Wisconsin Worker's Compensation
11 Act. Direct pay temporary total compensation benefits are paid on a
12 pay basis in conjunction with the County's payroll system, and are
13 payable at the rate of two-thirds of an employee's average weekly
14 wage at the time of the occupational accident/illness, up to the
15 allowable State maximum.
- 16 G. Employees ineligible for injury pay will be placed on direct Worker's
17 Compensation payments in accordance with the Wisconsin Worker's
18 Compensation Act.
- 19 H. Failure to report an accident within 24 hours may result in a denial or
20 delay in Compensation.

21 (8) Going Back To Work After Physician Release

- 22 A. Full Duty. An injured employee must come back to work as soon as
23 he/she is released to duty by the treating physician. When an
24 independent medical examination results in a return to work decision
25 and the treating physician disagrees, the benefits may be suspended by
26 Risk Management. The employee has the option of returning to work
27 or filing for a hearing before the State of Wisconsin, Department of
28 Industry, Labor and Human Relations, Worker Compensation Division.
29 A medical release from the physician will be required of any employee
30 that comes back to work. Supervisors shall not allow employees to
31 come back to work without the proper release. In addition, an

employee may not come back to work prior to the release date, unless they are returned under the procedures outlined in Section 5.

(9) Failure to Report Accidents

A. Failure to report an accident, as required by the law, may jeopardize eligibility for Worker's Compensation benefits. Supervisors should ensure that all employee occupational injuries/illnesses are reported as soon as possible after the notice is received from the employee. Supervisors should not attempt to decide whether an injury or illness is covered by Worker's Compensation. This responsibility rests with the Worker's Compensation Section.

(10) Claim Denials

A. Worker's Compensation law states that in order to be eligible for Worker's Compensation benefits, an employee must prove that their injury or illness was caused by their employment.

B. If the County determines that a claim did not arise out of and was not in the course of employment, a letter will be sent to the employee, the Department of Human Resources, the State of Wisconsin and the employing department stating the reason for denial and appeal procedure as required by the Wisconsin Worker's Compensation Act.

2.31 CERTIFICATION

Employees certified for regular appointment to positions from established eligible lists shall have the option of declining one such appointment without prejudice to their relative position on such list. However, any employee who rejects a second appointment, having been again certified from the same list, shall be removed from such list of eligibles.

2.32 PROMOTION

(1) Merit and fitness affecting the ability of an employee to perform the duties of the office or position being equal, the more senior employee shall be appointed in accordance with 2.25(4). Whenever the most senior employee certified from the promotional eligible register is denied the appointment, the

reason for denial shall be made known to him or her in writing by the appointing authority.

- (2) Employees who do not successfully complete their probationary period in the promotional position or who desire to return to their former classifications shall be permitted to return to the position from which they were promoted in the event such position remains vacant; and if such position has been filled, the County will make every reasonable effort to place such employee in another position within the classification from which he/she was promoted, or, if no such vacancy exists, to a position in a title and pay range lower than that from which he/she was promoted. Employees not returned to their former classification because no vacancy exists shall be placed on the appropriate reinstatement list.
- (3) When an employee does not successfully complete his/her promotional probation and is returned to his/her former position or a similar position in his/her former classification, he/she shall do so with full seniority and, whenever practicable, shall be returned in classification to the same shift and department.

2.33 ADVANCEMENT IN CERTAIN CLASSIFICATIONS

- (1) Advancement of employees holding the present classification of Caseworker, Financial Assistance Worker, Housing Aide, Probation Officer, Draftsman (Civil Engineering) and Engineering Technician shall be accomplished in the following manner:

Advancement Formula

- (a) 1st step -- Date of hire
- (b) 2nd step -- Pay period following completion of 12 months at 1st step and satisfactory job performance evaluation.
- (c) 3rd step -- Pay period following completion of 12 months at 2nd step and satisfactory job performance evaluation.
- (d) 4th step -- Pay period following completion of 90 days at 3rd step and satisfactory job performance evaluation.

- 1 (e) 5th step -- Pay period following completion of 12 months at 4th step
2 and satisfactory job performance evaluation.
- 3 (f) 6th step -- Pay period following completion of 12 months at 5th step
4 and satisfactory job performance evaluation.
- 5 (g) 7th step -- Pay period following completion of 12 months at 6th step
6 and satisfactory job performance evaluation.
- 7 (h) 8th step -- (where applicable) -- Pay period following completion of 12
8 months at 7th step and satisfactory job performance evaluation.
- 9 (2) Engineering Technicians possessing an Associate Degree in civil engineering
10 technology are eligible for advancement from step 2 to step 4 in the pay
11 period following the completion of 3 months of service and satisfactory job
12 performance evaluation. Additional steps within the range shall be granted at
13 the beginning of the pay period following completion of 12 months at each
14 step and a satisfactory job performance evaluation.
- 15 (3) Absent time to postpone anniversary date in accordance with present policy.
16

17 2.34 EMPLOYEE PARKING

- 18 (1) The County will eliminate any charge for parking to employees using County-
19 owned or controlled parking lots, except the Courthouse Annex. The County
20 shall make every reasonable effort to secure such lots against theft and
21 vandalism in a manner consistent with location and type of facility.
- 22 (2) The foregoing paragraph shall not apply to any County-owned or controlled
23 lot available for use to the general public for which parking fees have been
24 established.
- 25 (3) The County and the Union will continue to meet to discuss methods of
26 achieving adequate parking space.
- 27 (4) Unit employees shall abide by metered or posted parking restrictions.
28

29 2.35 CAFETERIA HOURS

30 Every reasonable effort shall be made to enforce the "employee only" rule in the
31 Department of Social Services cafeteria between the hours of 11:30 a.m. and 1 p.m.

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2.36 TRANSFER POLICY

- (1) For purposes of this section, transfer shall mean the relocation of an employee from one position to another within the same classification or to another classification in the identical pay range.
- (2) TRANSFER PRIORITIES When a job vacancy occurs, employees holding the same classification or a different classification in the identical pay range requesting a transfer shall be given consideration in filing the opening prior to the job being filled in any other manner. Intradepartmental requests shall have preference over interdepartmental requests to transfer. The County shall provide the Union with a monthly listing of approved vacancies.
- (3) INTRADEPARTMENTAL TRANSFERS Employees desiring a transfer from one departmental unit to another under the same appointing authority and within the same classification or a different classification in the identical pay range shall indicate their desire to transfer on forms provided by the County. Such forms shall be prepared in duplicate, indicating the departmental unit to which a transfer is sought, with the original being filed with the appointing authority or his/her designee and the duplicate retained by the employee. If the employee desires to transfer to a different classification in the identical pay range, the Department of Human Resources shall approve the request only after verifying that he/she meets the minimum qualifications for that classification based upon the most recently updated job announcement. The appointing authority or his/her designee shall maintain a file of such transfer requests and will, when a vacancy occurs in a departmental unit, review the file to determine whether a request for transfer to a vacant position in that departmental unit has been made. When a vacancy occurs in a departmental unit, it shall be filled by the most senior qualified employee in the same departmental unit and classification who has a valid request for transfer on file, subject to the following conditions:
 - (a) No employee shall be entitled to transfer more often than twice annually at his/her request.

- 1 (b) Employees shall not be entitled to file a request for a transfer until they
2 have completed their probationary period.
- 3 (c) For purposes of this section, seniority shall be as defined in 2.25.
- 4 (d) Any employee refusing a transfer, when offered, to a position for
5 which he/she has filed a request shall have his/her request removed
6 from the file.
- 7 (e) The appropriate appointing authority of the departmental unit may
8 defer the transfer of an employee until a replacement is found to fill
9 his/her position; however, such transfer shall not be deferred for more
10 than 20 working days.
- 11 (f) Nothing herein contained shall limit the authority of the County to
12 transfer employees within their job classification.
- 13 (g) Whenever an employee is denied a transfer for cause, whether he/she
14 be the only applicant or the most senior of several applicants, the
15 reason for denial shall be made known to him/her by the supervisor
16 who rejected the transfer request.

17 (4) INTERDEPARTMENTAL TRANSFERS

- 18 (a) Employees desiring a transfer to a position in the same classification
19 or to a different classification in the identical pay range but in a
20 different department shall submit a request in writing to the
21 Department of Human Resources, which shall maintain a master file
22 by classification of all interdepartmental transfer requests. If the
23 employee desires to transfer to a different classification in the identical
24 pay range, the Department of Human Resources shall approve of the
25 request only after verifying that he/she meets the minimum
26 qualifications for that classification based upon the most recently
27 updated job announcement. When a vacancy occurs in a department,
28 the Director of the Department of Human Resources shall certify 10
29 names from the eligible list for that classification to the department
30 head in accordance with sec. 63.05 of the Wisconsin Statutes, together
31 with those on the transfer list in that classification.

1 (b) Fitness being substantially equal, the most senior employee having a
2 request on file shall be appointed to fill the vacancy. An employee
3 seeking a transfer shall not be denied a transfer by the appointing
4 authority in the department from which the employee is seeking a
5 transfer.

6 (c) An employee transferring under this section shall have a 30-day trial
7 period to determine ability to perform the job and his/her desirability
8 to remain on the job. The position from which the employee
9 transferred shall remain open for the complete 30-day trial period. If
10 within the 30-day trial period, exclusive of any leaves of absence, the
11 employee does not successfully complete the trial period or desires to
12 return to his or her former position, he or she shall be permitted to do
13 so.

14 (d) When an employee does not successfully complete his or her trial
15 period and is returned to his or her former position or to another
16 position in his or her classification, he or she shall do so with full
17 seniority and whenever practicable shall be returned to the same shift.

18 (e) Whenever the most senior employee is denied a transfer or transferred
19 employee does not successfully complete the trial period, the reason
20 for denial or non-completion shall be made known to him or her in
21 writing by the appointing authority.

22 (5) INVOLUNTARY TRANSFERS When it becomes necessary that an
23 employee be transferred from an area, section, or department, the least senior
24 employee in the affected classification in the area, section or department, who
25 has completed orientation, shall be transferred first. In no event shall
26 orientation for the purposes of this paragraph extend beyond 8 weeks. An
27 employee transferred by the County from an area, section, or department shall
28 return to a position in the same classification in his/her original department
29 when a vacancy occurs if he/she so requests. When two or more employees
30 are transferred, the most senior employee shall return to his/her department
31 and classification first, if he/she so requests. The County may transfer

1 employees temporarily by seniority within classification from one department,
2 which is overstaffed, to another department which is experiencing excessive
3 work load which it cannot meet with its existing staffing.

4 (6) TRANSFER POLICY WITHIN PARK DISTRICTS

5 (a) If a vacancy occurs within a park area or service
6 division, any employee in the proper classification within that area or
7 service division may submit a written request to the region or service
8 division supervisor requesting that he or she be reassigned to that
9 vacancy. If the employee is fully qualified for such vacancy, he or she
10 will be transferred to it and in the event that more than one employee
11 requests the vacancy, seniority shall be used as a determining factor.

12 (b) If the transfer request is denied by the region or service division
13 supervisor, the reason for such denial shall be made known to the
14 employee in writing. Nothing in the above section shall preclude
15 administrative transfers within an area or service division and such
16 administrative transfers will have priority over transfer requests.

17 (7) TRANSFER POLICY WITHIN LOCAL 1055 JURISDICTION Nothing in
18 the above mentioned section shall preclude administrative transfers for
19 disciplinary and/or domestic and potential physical harm of bargaining unit
20 members. Such transfer shall have priority over other transfer requests.

21
22 2.37 LAYOFF AND RECALL

23 (1) When an employee is laid off he/she shall be placed on the layoff/recall list
24 for the classification from which layoff occurred and shall have precedence
25 for recall from the layoff/recall list for that classification in order of
26 bargaining unit seniority for three years and one day from the date of the
27 layoff. The Director of Human Resources shall make every reasonable effort
28 to place employees who would be affected by a layoff into vacant positions.
29 The following procedure shall be followed for administration of layoffs:

- 1 (a) Layoffs shall be made within classification on a county-wide basis in
2 the inverse order of total bargaining unit seniority per section 2.25 of
3 the Agreement.
- 4 (b) Displace the least senior employee in the next lower class series
5 provided that the employee being placed in the lower classification has
6 the ability to do the work. For the purpose of this section, "class
7 series" shall mean a number of classes of positions which are
8 substantially similar as to the types of work involved and differ only in
9 rank as determined by the importance of the duties and degree of
10 responsibility involved and the amount of training and experience
11 required. Such classes constitute a series and each is given a
12 designation of rank by roman numerals, beginning with the lowest
13 level as I, next level as II, etc., where classifications have different title
14 code descriptions, they shall not be included within the same class
15 series.
- 16 (c) Employees who are displaced as the result of another employee
17 exercising rights under the above procedure shall have the right to
18 exercise their seniority under the same provisions. When displacing
19 an employee in a lower classification, the affected employee's
20 qualifications and placement in accordance with seniority shall be
21 determined by the Director of Human Resources.
- 22 (d) Employees laid off pursuant to (1)(a) and (b) shall have a right, until
23 re-employed by, or offered re-employment with, Milwaukee County
24 but not for more than three years and one day from the date of layoff,
25 to be placed in a vacant comparable position in the County service. A
26 comparable position is a position which is in the same or lower pay
27 range and includes similar duties and responsibilities, as determined by
28 the Director of Human Resources, such as: Medical Stenographer to
29 Clerk Stenographer; Clerk Typist to Clerk; Dictating Machine
30 Transcriber (Medical) to Dictating Machine Transcriber; Accountant I
31 to Account Clerk II, etc. When placed in a comparable position the

1 employee shall not serve a new probationary period or assessment
2 period and shall remain on the layoff/recall list for the classification
3 from which layoff occurred for three years and one day from the date
4 of layoff.

- 5 (e) In the event the laid off employee is not placed in a comparable
6 position as set forth in (1)(d) above he/she may be placed in another
7 vacant position which is not comparable. This right shall continue
8 until re-employed by, or offered re-employment with, Milwaukee
9 County but not for more than three years and one day from the date of
10 layoff. A non-comparable position is one in the same or a lower pay
11 range with duties and responsibilities which are not similar to those of
12 the position from which layoff occurred, but for which the employee is
13 reasonably qualified by virtue of his/her training, education, and
14 experience, as determined by the Director of Human Resources. When
15 placed in a vacant non-comparable position the employee shall serve
16 an assessment period consisting of the first 1,040 straight time hours
17 worked in that classification. The failure of the employee to perform
18 the duties of the position in acceptable manner at any time during the
19 assessment period, as determined by the appointing authority, shall
20 result in the employee's separation without any right of appeal
21 whatsoever. The employee may at any time during the assessment
22 period resign from his/her non-comparable position. An employee
23 separated, or who resigns from a non-comparable classification shall
24 retain recall rights to his/her original classification as herein provided.
25 Employees accepting such placement shall remain on the layoff/recall
26 list for the classification from which they were laid off for three years
27 and one day from the date of layoff. An employee may refuse to
28 accept such placement and remain on the layoff/recall list for the
29 classification from which he/she was laid off for three years and one
30 day from the date of layoff.

1 (f) Effective January 1, 1983, the following job titles requiring Masters
2 Degree in Social Work, or its equivalent, shall be treated as the same
3 classification for layoff purposes, to wit: Children's Probation Officer,
4 Medical Social Worker, Psychiatric Social Worker, Human Service
5 Worker in pay range 24 who possess a Masters Degree, and Social
6 Worker, Mental Health Emergency Service Clinician excluding RN's,
7 Qualified Mental Retardation Professional (QMRP) excluding
8 individuals who are not Social Workers; however, it is understood that,
9 in those departments where a Masters Degree in Social Work is
10 mandated by State or Federal law or regulation, the equivalent
11 positions shall not be allowed to transfer nor assert their rights during a
12 layoff to the MSW. Those exercising their rights to be placed in a
13 QMRP position must meet the new qualifications as required by the
14 State Administrative Code.

15 (2) No employee shall be placed in a higher paying classification as the result of
16 this procedure.

17 (3) Employees on emergency or temporary appointment in the affected
18 classifications shall be terminated prior to the layoff of employees on regular
19 appointment.

20 (4) Employees on layoff shall be recalled to vacancies in the classification from
21 which layoff occurred in the inverse order of layoff.

22 (5) A laid off employee who is recalled to the classification from which layoff
23 occurred shall no longer be eligible for placement in a comparable or non-
24 comparable position. In the event a laid off employee refuses an offer to be
25 recalled to the classification from which layoff occurred, he/she shall be
26 removed from the layoff/recall list for that classification and shall no longer
27 be eligible for placement in a comparable or non-comparable position.

28 (6) Except in emergencies the union shall receive two weeks notice of a layoff.
29

1 2.38 REALLOCATION/RETITLING

2 (a) The wage rate for Ironworker, Ironworker Foreman and Laborers
3 assigned to mixing mud shall be 92% of the outside rate implemented
4 in the private sector. Blacksmith Welder shall be retitled to
5 Ironworker.

- 6 (b) 1. Effective December 24, 1989, the title of Caseworker, Social
7 Worker, Children's Probation Officer, Probation Officer,
8 Caseworker (DOL), Caseworker II (Court Liaison),
9 Caseworker Bilingual (Spanish), Children's Probation Officer
10 Bilingual (Spanish), Case Coordinator (Long Term Support),
11 Case Coordinator (Mental Health), Case Coordinator
12 (Alcoholism and Drug Services), Case Coordinator
13 (Developmental Disabilities), Quality Control Coordinator
14 (Developmental Disabilities), Quality Control Coordinator
15 (Alcoholism and Drug Services), and Case Validator would be
16 changed to Human Service Worker.
- 17 2. Each employee currently paid at pay range 24 shall continue to
18 move through the range until reaching step 5, in addition to any
19 general wage increases. As these positions become vacant,
20 they shall be reallocated.

21
22 2.39 JURY DUTY

- 23 (1) Jury duty is the responsibility of all citizens. An employee summoned for jury
24 duty will be required to immediately present such Summons to his/her
25 supervisor and indicate the dates on which he/she will be required to serve.
26 Employees regular work schedules shall not be changed during the period of
27 jury duty.
- 28 (2) An employee who reports for jury duty on a regularly scheduled workday
29 shall be paid for that day at his/her regular rate, excluding premiums of any
30 kind. On days that the employee reports for jury duty, it is not necessary that
31 he/she punch in and out at his/her regular place of work.

1 (3) In the event that an employee is excused from jury duty for one or more days,
2 he/she shall immediately notify his/her supervisor and is required to work
3 his/her regularly scheduled shift on such days.

4 (4) All fees received by employees serving as jurors shall be deposited with the
5 County Treasurer. The County Treasurer shall send a check to each County
6 employee for that portion of the fee attributable to expenses. An employee
7 may retain the entire fee on days he/she reports for jury duty during vacation,
8 off days, personal days, or other unscheduled times.

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11 PART 3
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14 3.01 DEPARTMENTAL WORK RULES

15 (1) The Union recognizes the prerogative of the County to operate and manage its
16 affairs in all respects in accordance with its responsibilities, duties and
17 powers, pursuant to the statutes of the State of Wisconsin, the ordinances and
18 resolutions of the County and the rules of the Civil Service Commission. The
19 Union recognizes the exclusive right of the County to establish reasonable
20 work rules. The County shall meet with the Union for the purpose of
21 discussing the contemplated creation or modification of such rules which
22 pertain to wages, hours and conditions of employment 10 days prior to
23 implementation, except in emergency situations where no advance notification
24 shall be required. In such situations, the County shall meet with the Union as
25 soon as practicable following implementation.

26 (2) Participation in such meetings shall be limited to Union representatives from
27 the affiliated Local which represents the employees in the department under
28 consideration.
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1 3.02 FULL TIME REPRESENTATIVE

2 Milwaukee County agrees to release three (3) full-time bargaining unit employees
3 from their normal and customary duties and responsibilities in order to conduct the business
4 of the union which relates to the wages, hours, and conditions of employment of represented
5 employees regarding collective bargaining and contract administration pursuant to Section
6 111.70, Wisconsin statutes. The Director of Milwaukee District Council 48, AFSCME, shall
7 annually notify in writing the Director of Labor Relations for Milwaukee County of the
8 names of the three (3) employees that shall be released at Milwaukee County's expense from
9 their normal and routine duties. The three (3) employees selected by the Director of
10 Milwaukee District Council 48, AFSCME, to be released to conduct union business which
11 relates to the wages, hours, and conditions of employment of represented employees
12 regarding collective bargaining and contract administration pursuant to Section 111.70,
13 Wisconsin statutes shall schedule, liquidate, and use their vacation, personal, compensatory,
14 or holiday time in a manner that shall not result in any of these employees receiving overtime
15 compensation. This agreement shall replace in its entirety any and all contractual provisions,
16 agreements, or practices that relate to the previous three (3) full-time released bargaining unit
17 employees who conduct union business at Milwaukee County's expense.

18
19 3.03 NOTIFICATION AND AUTHORIZATION FOR ATTENDING COUNTY
20 MEETINGS

21 Authorized employees scheduled to attend County meetings such as the
22 Safety Committee, Pension Board, Personnel Review Board, and County Board committee
23 hearings shall be allowed to attend such meetings on County time at no loss of pay or
24 benefits where the business of such meetings involves the wages, hours, or conditions of
25 employment of represented employees. Employees attending such meetings which cause
26 them to be absent from their work assignment shall notify supervision as far in advance as
27 possible. (See Section 6.02).

28
29 3.04 LEAVES OF ABSENCE FOR UNION BUSINESS

- 30 (1) Employees may be granted leaves of absence without pay at the request of the
31 Union and endorsed by the employee on the following terms and conditions:

- 1 (a) Request for such leave shall be in writing and shall be submitted to
2 the appropriate appointing authority. No such leave shall be taken
3 without the consent of the appointing authority which consent shall not
4 be unreasonably withheld.
- 5 (b) Except for leave of absence for periods of 10 days or less, not more
6 than 3 employees shall be on such leave at one time, nor shall more
7 than one employee from any single department be permitted to take
8 such leave for more than 10 days.
- 9 (c) Employees on such leave shall be treated for payroll purposes as
10 employees on leave without pay for any other reason, except when
11 such leave is for 10 days or less the employee shall forfeit pay only
12 equivalent to actual time lost and shall return to work as though his/her
13 service had not been interrupted.
- 14 (d) Employees on such leave for periods in excess of 60 days shall give 15
15 days written notice of their intention to return to work.
- 16

17 3.05 BARGAINING TIME

18 Employees serving as members of the Union bargaining committee shall be paid their
19 normal base rate for all hours spent in contract negotiations carried on during their regular
20 workday. Effort shall be made to conduct negotiations during non-working hours to the
21 extent possible and in no case shall such meetings be unnecessarily protracted. Employees
22 released from duty for negotiations shall be allowed reasonable travel time between their
23 work site and meeting locations.

24

25 3.06 UNION VOTES Employees shall not leave their work stations to participate in Union
26 referenda, such as contract ratification votes, unit determination votes, without the consent of
27 management, which consent shall not be unreasonably withheld.

28

29 3.07 SAFETY PROGRAM

- 30 (1) The Union and the County mutually agree that employees' safety is of primary
31 concern and that every effort shall be made to promote safe equipment, safe

work habits and safe working conditions. In order to reduce the incidence of duty-incurred injury in County service, the County and the Union shall establish a Safety Committee consisting of the following:

- (a) Three representatives of the Union
- (b) One management representative from each of the following departments.

- 1. Department of Public Works
- 2. Department of Parks, Recreation and Culture
- 3. Departments and Institutions

- (c) The Director of Risk Management and Insurance or designee, who shall serve as chairman.

(2) The Union and the County shall select their representatives and each shall make such selections known to the other in writing. The Committee shall meet at the call of the Chair to formulate such rules as it considers appropriate to its mission. Thereafter, the Committee will function in accordance therewith. The Committee shall meet not less than once each month. Special meetings may be held at the call of the Chair or at the request of any member communicated to the Chairman. Members of the Committee attending such meetings or performing related activities at the direction of the Committee will not suffer loss of time or pay.

(3) In each department a representative of the department head will make periodic area inspections, review employee injury reports and implement safety measures. The Committee shall have the authority to investigate specific safety problems and to make recommendations for their resolution to operating department supervisors. In the event that the operating department head rejects the Committee's recommendations, or having accepted them, fails in implementation, the Committee may bring such recommendations to the attention of the director of the department involved.

(4) No individual member of the Committee, nor the Committee acting in concert, shall have the authority to interrupt working processes or to remove equipment from service except to the extent that such authority is vested in the

1 Director of Risk Management and Insurance. It is assumed, however, that
2 recommendations of a majority of the Committee are made in good faith and
3 that the primary consideration in all matters before it is the safety of County
4 personnel.

- 5 (5) The County shall maintain an immunization record on all Mental Health
6 Complex (MHC) employees with respect to the following communicable
7 diseases.

8 Mumps

9 Chicken Pox

10 Measles

11 Rubella

12 Such information shall be obtained from all current employees and new hires.
13 If a non-immune employee is exposed to one of these diseases off the work
14 site, he/she shall expeditiously inform their immediate supervisor. In such
15 instances management shall have the option of reassigning said employee or
16 requiring the employee to liquidate accrued time off, which includes sick
17 leave, during the period of contagion. If the employee is exposed to
18 communicable diseases at his/her place of employment, management shall
19 have the option of reassigning said employee or granting the employee a leave
20 of absence with pay (not to be deducted from accrued off-time) for the period
21 of contagion.

22 23 3.08 SECURITY PROCEDURE

- 24 (1) The Union and the County agree to discuss existing departmental procedures
25 relating to threats against the security of persons or property and may suggest
26 changes for the improvement thereof which are consistent with contemporary
27 standards of search and evacuation.

28 29 3.11 EMPLOYEE LISTS

- 30 (1) The County will provide the following bargaining unit personnel payroll data
31 to the Union on a computer tape supplied by the Union:

1	Department
2	Employee No.
3	Name
4	Address
5	City, State, Zip Code
6	Date of Birth
7	Sex
8	Race
9	Union Type
10	Union Dues Deduction Amount
11	Health Insurance Code
12	Dental Insurance Code
13	Employee Status
14	Title Code Description
15	Hourly Rate
16	Employee Class
17	Termination Date
18	Hire Date

(2) The Union agrees to pay the cost of developing the computer program to provide the data as outlined in (1) above. The Union will pay the cost of any on-going biweekly expense incurred for providing this data. The Union will only use the data provided for collective bargaining purposes with the County and will not authorize its use by any other agency or individual.

(3) The County will not be held liable for any action taken by any individual bargaining unit member against the Union or the County with respect to the payroll data provided to the Union. The Union will hold the County harmless for any claim made against the County by any individual bargaining unit member for providing this data to the Union.

(4) In the event of any litigation concerning this agreement, the Union will pay all costs and expenses, including attorney's fees, incurred by the County.

1 3.12 EMPLOYEE LIABILITY

2 If the defendant in any action or special proceeding is a public officer or employee
3 and is proceeded against as an individual because of acts committed while carrying out
4 his/her duties as an officer or employee and the jury or the court finds that such defendant
5 was acting within the scope of his/her employment, the judgment as to damages and costs
6 entered against the officer or employee in excess of any insurance available to the officer or
7 employee shall be paid by the County of which the defendant is an officer or employee.
8 Regardless of the results of the litigation, the governmental unit, if it does not provide legal
9 counsel to the defendant officer or employee, shall pay reasonable attorney's fees and costs of
10 defending the action, unless it is found by the court or jury that the defendant officer or
11 employee did not act within the scope of employment. Failure by the officer or employee to
12 give notice to his/her department head of action or special proceeding commenced against
13 the defendant officer or employee from the County is a bar to recovery of reasonable
14 attorney's fees and costs of defending the action. The attorney's fees and expenses shall not
15 be recoverable if the County offers the officer or employee legal counsel and the offer is
16 refused by the defendant officer or employee.

17
18 3.13 BULLETIN BOARDS

- 19 (1) The County shall provide bulletin boards for the Union's use and erect them in
20 locations to be agreed upon for posting notices regarding Union affairs,
21 restricted to the following:
- 22 (a) Notices of Union meetings;
 - 23 (b) Notices of Union elections;
 - 24 (c) Notices of Union appointments and results of Union elections;
 - 25 (d) Notices of Union recreational and social events;
 - 26 (e) Notices concerning bona fide Union activities such as cooperatives,
27 credit unions and unemployment compensation information. Other
28 notices concerning Union affairs which are not political or
29 controversial in nature.

1 (2) Upon written notice by the employer, the Union shall promptly remove from
2 such bulletin boards any material which is libelous, scurrilous or in any way
3 detrimental to the labor-management relationship.

4 (3) The posting of any Union-authorized material which is in violation of this
5 section shall be cause for the immediate removal of the bulletin boards and
6 cancellation of bulletin board privileges.

7
8 3.14 CHANGES IN CLASSIFICATION

9 (1) When, in the judgment of the Union, a position or group of positions in the
10 bargaining unit are improperly classified or paid because of changes in the
11 duties or responsibilities or changes in market conditions, the Union shall
12 submit its recommendations for reclassification or wage reallocation in
13 writing to the County, through its designee. All requests shall include
14 information regarding the duties assigned to the position, a summary of the
15 change in duties and the suggested classification. The County, through its
16 designee shall review the duties assigned to the position as well as any other
17 information provided and submit a recommendation to the Union as
18 expeditiously as possible.

19 (2) In the event the Union concurs with the recommendations of the County,
20 through its designee, to reclassify or reallocate a position, the recommendation
21 shall be included on a report distributed to all County Board Supervisors.

22 (3) In the event the Union does not concur with the recommendations of the
23 County, through its designee, both parties may request or provide such
24 additional information as may clarify the appropriate classification or pay
25 reallocation for the position. After reviewing the additional information, if
26 both parties concur that a reclassification or pay reallocation is appropriate,
27 the recommendation of the County, through its designee, shall be included in a
28 report distributed to all County Board Supervisors.

29 (4) In the event the Union and the County, through its designee cannot agree on
30 the appropriate classification or pay reallocation for an existing position,
31 either party may appeal to the Personnel Committee within 30 days of

1 receiving notice of the County, through its designee final recommendation.
2 Both parties shall submit a written summary of the rationale for their opinion
3 to the Personnel Committee as well as any other information deemed
4 appropriate. The decision of the County on the Personnel Committee
5 recommendation, subject to review by the County Executive, shall be final
6 and if a change in classification or pay reallocation is approved, it shall be
7 implemented the first day of the pay period following that in which a
8 resolution adopted by the County Board has been approved by the County
9 Executive.

- 10 (5) The County, through its designee shall provide a monthly report to the
11 Personnel Committee which lists all position reclassifications which the
12 County, through its designee, intends to approve, along with a fiscal note for
13 each with a copy to the Union not less than five (5) working days prior to said
14 Personnel Committee Meeting. This report shall be distributed to all County
15 Supervisors and placed on the Personnel Committee agenda for informational
16 purposes. If a County Supervisor objects to the decision of the County,
17 through its designee within seven working days of receiving this report, the
18 reclassification or pay reallocation shall be held in abeyance until resolved by
19 the County Board upon recommendation of the Personnel Committee, and
20 subsequent County Executive action. If no County Supervisor objects, the
21 reclassification or pay reallocation shall be implemented the first day of the
22 first pay period following the meeting of the Personnel Committee and in
23 compliance with collective bargaining agreements. In the event the County
24 Board takes no action on a reclassification or pay reallocation, after receipt of
25 a recommendation from the Personnel Committee, the reclassification or pay
26 reallocation shall be implemented the first day of the first pay period
27 following action by the County Executive or, in the event of a veto, final
28 County Board action. The new rate of pay for the position(s) reclassified shall
29 be effective 120 days from the date of request for reclassification or pay
30 reallocation.

1 (6) The County, through its designee, or the department head shall not be
2 precluded from initiating a review of the classification or pay reallocation of
3 any represented position if he/she feels such a review is appropriate. In the
4 event a classification is reallocated to a lower rate of pay, no incumbent at the
5 time of reallocation of the classification shall have his/her pay range reduced
6 while holding that classification.

7
8 3.141 CIVIL SERVICE RULES

9 Civil Service rules which pertain directly to wages, hours, and conditions of
10 employment for the Milwaukee County Government effective February 19, 1987 and given
11 to the union on June 2, 1987 shall apply to all bargaining unit employees except those noted
12 as not applying in that document. The document dated February 19, 1987 shall be modified
13 to incorporate Civil Service Rule IV, Section 2 adopted on March 2, 1987.

14
15 3.15 FAIR SHARE AGREEMENT

16 (1) Effective in accordance with the provisions of par. (4) of this section, and
17 each pay period thereafter during the term of the current collective bargaining
18 Agreement between the parties, and unless otherwise terminated as hereinafter
19 provided, the employer shall deduct from the biweekly earnings of the
20 employees specified herein an amount equal to such employees' proportionate
21 share of the cost of the collective bargaining process and contract
22 administration as measured by the amount of dues uniformly required of all
23 members, and pay such amount to the treasurer of the certified bargaining
24 representative of such employee within 10 days after such deduction is made,
25 provided:

26 (a) Such deduction shall be made and forwarded to the treasurer of the
27 certified bargaining representative from the biweekly earnings of all
28 bargaining unit employees.

29 (b) That such deduction shall be made and forwarded to the treasurer of
30 the certified bargaining representative from the biweekly earnings of
31 new bargaining unit employees from first pay period earnings.

1 (c) In order to insure that any such deduction represents the proportionate
2 share of each employee in the bargaining unit of the cost of collective
3 bargaining and contract administration, and recognizing that the dues of
4 the constituent Locals of District Council 48, the only certified
5 bargaining representative, vary from one Local to another, it is agreed as
6 follows:

- 7 1. District Council 48 shall submit to the County a schedule of
8 monthly dues uniformly levied by each of its constituent
9 Locals, and its jurisdiction.
- 10 2. Any increase in dues or fair share amounts to be deducted shall
11 be certified by the Union at least 15 days before the start of the
12 pay period the increased deduction is to be effected. Prior to
13 implementation, the Local wishing to modify its dues structure
14 shall consult with the Payroll Department Supervisor to ensure
15 that the proposed modifications are compatible with current
16 computer capacity.

17 (2) There shall be no lockout of County employees. In the event that during the
18 continuance of its recognition, District Council 48, its officers, agents or
19 employees, or any of its members or members of its constituent Locals, acting
20 individually or in concert with one another, engage in or encourage any
21 Union-authorized strike or work stoppage against the County, including any
22 of its departments and/or agencies, the deductions and payments of fair share
23 contributions made in accordance with this agreement shall be terminated
24 forthwith by the County. Thereafter, for a period of one year, measured from
25 the date of the onset of such strike or work stoppage, no deductions whatever
26 shall be made from the earnings of any employee who has not filed a
27 voluntary dues checkoff card, nor shall any payment whatever be made to the
28 Treasurer of District Council 48 on account of such fair share agreement.

29 (3) In the case of an unauthorized strike, work stoppage, slowdown, or other
30 interference with any phase of the County's operation by Union members, the
31 County will notify the Union officials in writing of such occurrence. The

1 Union shall, as promptly as possible, denounce the strike, work stoppage,
2 slowdown or other interference with any phase of the County's operation and
3 order its members to return to work. Good faith compliance with these
4 requirements will stay the effect of par. (2). Failure on the part of the Union
5 to immediately denounce the strike, work stoppage, slowdown or other
6 interference with County operations, and/or to order its members back to
7 work, shall constitute an admission on the Union's part that such strike, work
8 stoppage, slowdown or other interference with County operations is
9 authorized.

- 10 (4) In the event the provisions of this fair share agreement are successfully
11 challenged by any person affected thereby, and it is determined by an
12 administrative body or a court of competent jurisdiction that the deductions
13 made pursuant to the provisions hereof are in any manner in conflict with the
14 rights of the challenging party as those rights are affected by Ch. 63, Wis.
15 Stats., or other provisions of law applicable to public employment, which
16 determination results in an order or judgment against Milwaukee County
17 requiring that it repay to the challenging party and/or to any or all members of
18 the class represented by such challenging party such sums as have been
19 deducted from their earnings in accordance with the provisions hereof, the
20 Union agrees to indemnify the County in full, including any and all costs or
21 interest which may be a part of such order or judgment, for all sums for which
22 the County has been determined to be liable.

23 In the event of any action brought challenging the provisions of this
24 fair share agreement, or the right of the Union and the County to enter into
25 such an agreement, after it is determined by an administrative body or a court
26 of competent jurisdiction that deductions made pursuant to the provisions
27 hereof are in any manner in conflict with the rights of the challenging party,
28 all sums which the County has agreed to deduct from the earnings of the
29 employees covered by the agreement and transmit to the Treasurer of District
30 Council 48, except sums deducted pursuant to voluntary checkoff cards on file
31 with the employer, shall be placed in trust with First Bank Midland,

1 Milwaukee Division, pending the ultimate disposition of such action. In the
2 event the outcome of such action favors the continuance of the fair share
3 agreement, the monies held in trust, together with the interest earned thereon
4 shall be paid to the Union upon entry of judgment in such action.

- 5 (5) The employer shall deduct from the employee's backpay earnings resulting
6 from retroactive wage increases, dues or fair share amounts for the time
7 period such deductions were suspended. If, however, there is insufficient
8 backpay earnings to make the dues or fair share deductions, then the dues or
9 fair share shall be deducted from the employee's future biweekly earnings.
10 These deductions shall be made in accordance with provisions set forth in
11 paragraph (1) of this section.
12

13 3.16 VOLUNTARY POLITICAL CONTRIBUTIONS

14 The County shall, during each pay period during the term of this Agreement deduct
15 from the biweekly earnings of employees in the bargaining unit the employees' voluntary
16 political contribution and submit said deduction to DC-48 on a biweekly basis. Said political
17 check form shall be as provided by DC-48 and in compliance with Federal Election
18 requirements.
19

20 3.17 CHILD CARE VOUCHER PROGRAM

21 A child care voucher system which is a salary reduction program for the purpose of
22 paying work related child care costs via a voucher program shall be administered by a third
23 party of County's choosing. The program shall be conducted in accordance with State and
24 Federal regulations.
25

26 3.171 FEDERAL CLEAN AIR ACT JOINT LABOR/MANAGEMENT COMMITTEE

27 The County and the Union recognize that one of the purposes of the Federal Clean
28 Air Act is to reduce the number of vehicles used by employees to commute to and from
29 work. Toward that end, the parties agree to establish a Joint Committee composed of six
30 persons to evaluate cost effective methods of achieving compliance with the Act. The

1 Director of Labor Relations shall appoint three representatives and the Executive Director of
2 District Council 48 shall appoint three employee representatives to serve on the Committee.

3 Any recommendations of the Committee shall be approved by the County Executive
4 and the County Board prior to implementation.

5
6 3.18 CONSENT ORDER PROVISION

7 When provisions of the Memorandum of Agreement are in conflict with the Consent
8 Order insofar as it remains valid and its provisions are clear, the provisions of the Consent
9 Order entered into in U.S. District Court, Case No. 74-C-374 shall be followed.

10 The Union reserves any and all rights which it may have to seek clarification of the
11 Consent Order or its dissolution in whole or in part. The Union shall not be contractually
12 bound by any future modifications or clarifications of the Consent Order.

13 The County agrees, upon the Union's attempt to seek clarification, of any portion of
14 the Consent Order, not to raise any procedural objection to the Union's attempts to reach the
15 merits of such motion to clarify. The parties agree that the Union shall not seek any
16 retroactive remedy as part of its attempt to clarify any portion of the Consent Order. The
17 County further agrees that, upon request by the Union, the County shall move the Court to
18 clarify any portion of the Consent Order, provided, however, that such request shall not be
19 frivolous or made for the purpose of harassment. The Union agrees not to seek modification
20 of the Consent Order other than clarification.

21 Milwaukee County agrees to hold the Union, et al harmless for all costs, damages and
22 attorneys fees from claims resulting from Milwaukee County's administration of the Consent
23 Decree. If a claim occurs the Union shall immediately notify the Department of Labor
24 Relations in writing and support the County's intervention into defending such claim. The
25 County shall not be responsible for any intentional misconduct on the part of the Union, et al.

26 If any portion of this provision is held to be invalid by operation of law or by any
27 tribunal of competent jurisdiction, or if compliance with or enforcement of any portion of this
28 agreement is restrained, the parties shall enter into immediate negotiations for the purpose of
29 arriving at a mutually satisfactory replacement for such portion of the agreement and if the
30 parties are unable to agree, the matter shall be resolved by arbitration before the permanent
31 umpire who shall proceed in the manner prescribed in 4.02(8) of the labor agreement.

1
2 3.19 LOCAL ADJUSTMENTS

3
4 LOCAL 594

- 5 (1) Department of Social Services management and Locals 594 and 645 shall
6 meet to continue a worker stress pilot program.

7 LOCAL 645

- 8 (1) 4/40 & FLEX TIME PROGRAM AT MENTAL HEALTH COMPLEX - It is
9 understood by the parties that if the 4/40 or flex time program causes staffing
10 problems, management reserves the right to terminate said program after
11 providing the union with a ten (10) day notice of cancellation.

- 12 (2) The County agrees to establish a County-Union committee to investigate the
13 possibility of several classifications in Local 645 working out of their homes.

14 (3) PHARMACY POSITIONS

15 Based on market conditions for Pharmacy positions within Local 645
16 jurisdiction, Milwaukee County shall have the unilateral right to reallocate
17 positions during the term of the Memorandum of Agreement.

- 18 (4) Pharmacists shall be paid shift and weekend differential as follows: Second
19 shift \$1.00, Third Shift \$2.00, Weekend Shift \$1.00.

20 LOCAL 882

- 21 (1) Mower Mechanics shall receive \$50.00 per year as a tool allowance.

- 22 (2) CAMD personnel who operate the rollback and wrecker shall receive \$0.50
23 per hour for all hours while operating the equipment.

- 24 (3) No employees at the Zoo shall be on the annual work year. Zoo employees
25 who work authorized overtime shall have the option of accumulating
26 compensatory time in lieu of cash. The compensatory time, however, must be
27 used within 13 pay periods. Employees who have accrued 90 hours of
28 compensatory time shall be compensated in cash or additional compensatory
29 time at the discretion of the department head. Once compensatory time or
30 cash payment for overtime has been approved by the department head, such
31 approval cannot be changed unless mutually agreed upon.

1 LOCAL 1055

2 (1) The parties (MHC) agree to reasonable flexibility in scheduling LPNs to allow
3 for the completion of nursing degrees.

4 LOCAL 1656

5 (1) The parties agree to waive the Michael Runge arbitration, umpire decision
6 #946.

(2) Uniforms required to be worn by Parks Department employees shall be furnished by the Parks Department. The uniforms shall be worn only on the work site but including to and from work and maintained by the employee. Parks management will meet with the union regarding said uniforms in accordance with 3.01 of the Memorandum of Agreement.

(3) Upon ratification of this agreement, no employees at the Zoo shall be on the annual work year. Zoo employees who work authorized overtime shall have the option of accumulating compensatory time in lieu of cash. The compensatory time, however, must be used within 13 pay periods. Employees who have accrued 90 hours of compensatory time shall be compensated in cash or additional compensatory time at the discretion of the department head. Once compensatory time or cash payment for overtime has been approved by the department head, such approval cannot be changed unless mutually agreed upon.

22 PART 4

24 4.01 RESOLUTION OF DISPUTES

25 The disputes between the parties arising out of the interpretation, application or
26 enforcement of this Memorandum of Agreement, including employee grievances, shall be
27 resolved in the manner set forth in the ensuing sections.

29 4.02 GRIEVANCE PROCEDURE

30 The County recognizes the right of an employee to file a grievance, and will not
31 discriminate against any employee for having exercised their rights under this section.

1 (1) APPLICATION The grievance procedure shall not be used to change existing
2 wage schedules, hours of work, working conditions, fringe benefits and
3 position classifications established by ordinances and rules which are matters
4 processed under existing procedures. Only matters involving the
5 interpretation, application or enforcement of the terms of this Agreement shall
6 constitute a grievance.

7 (2) REPRESENTATIVES An employee may be represented at all steps in the
8 procedure by not more than two Union representatives excluding the staff
9 representative. Union representation shall be limited at all steps of the
10 procedure to those persons officially identified as representatives of the Union
11 or its appropriate affiliated local. The Union shall maintain on file with the
12 Department of Labor Relations a current list of officers and stewards.

13 (3) TIME OF HANDLING Whenever possible, grievances will be handled
14 during the regularly scheduled working hours of the parties involved. The
15 County agrees to provide at least 24-hour written notice of the time and place
16 of the hearing to the grievant and the Union.

17 (4) TIME LIMITATIONS If it is impossible to comply with the time limits
18 specified in the procedure because of work schedules, illness, vacations, etc.,
19 these limits may be extended by mutual consent in writing (extension of
20 grievance time limit form #4894). If any extension is not agreed upon by the
21 parties within the time limits herein provided, or a reply to the grievance is not
22 received within time limits provided herein, the grievance may be appealed
23 directly to the next step of the procedure.

24 (5) SETTLEMENT OF GRIEVANCES It is further agreed that the County and
25 the Union shall make every reasonable effort to resolve employee grievances
26 at the lowest possible level of the procedure. Any grievance shall be
27 considered settled at the completion of any step in the procedure if all parties
28 concerned are mutually satisfied. Dissatisfaction is implied in recourse from
29 one step to the next.

30 (6) FORMS There are 2 separate forms used in processing a grievance:

31 (a) Grievance Initiation Form;

1 (b) Grievance Disposition Form;

2 All forms are to be prepared in quadruplicate except at the County
3 Institutions, Department of Parks, Recreation and Culture, and
4 Department of Public Works, where 5 copies are to be prepared. Two
5 copies are to be retained by the person originating the form; the
6 remaining copies shall be served upon the other person involved in the
7 procedure at that step, who shall distribute them in such manner as the
8 department head shall direct. The department head shall furnish one
9 copy to the Department of Labor Relations. The forms are available in
10 the Department of Human Resources and in any County department or
11 institution. Each department or institution shall have forms readily
12 available to all employees. A copy of all grievance dispositions shall
13 be forwarded to the appropriate Local President.

14 (c) Guidelines To Be Followed When Initiating A Written Grievance:

- 15 1. The employee alone or with his/her Union Representative shall
16 cite the rule, regulation or contract provision that was alleged
17 to have been violated at the first step of the grievance
18 procedure.
- 19 2. The employee alone or with his/her Union Representative shall
20 in writing provide the appointing authority or person
21 designated to hear grievances an explanation as to when,
22 where, what, who, and why the employee believes that his/her
23 contractual rights have allegedly been violated. The written
24 Grievance Initiation Form shall contain the date or time that the
25 employee alleges that his/her contractual rights have been
26 violated.
- 27 3. The employee alone or with his/her Union Representative shall
28 detail, in writing, the relief the employee is requesting.
- 29 4. If more space is required than is provided for on the

Grievance Initiation Form in order to comply with the provisions of this section, the employee shall be permitted to submit written attachments to said form.

5. The Grievance Initiation Form shall be prepared by the employee or with his/her Union Representative in a manner that is neat, clear, and discernible.

6. If the employee alone or with his/her Union Representative fails to follow Section 4.02(6)(c) 1,2,3,4, or 5, the employee's appointing authority or person designated to hear grievances may return the Grievance Initiation Form to the employee for corrections.

7. The guidelines outlined in 4.02(6)(c)1,2,3,4,5, and 6 are to clarify the grievance process. These guidelines shall not be used as a bar to the right of an employee to file a grievance. These guidelines are to assist the employee, the Union and management in the resolution of grievances at their lowest level of the grievance procedure. It is understood by the parties that should a dispute arise as to the intent of this section, the Union and the Director of the Department of Labor Relations or his/her designee will meet to discuss the dispute and resolve it to the mutual satisfaction of both parties.

(7) STEPS IN THE PROCEDURE

(a) STEP 1

1. The employee alone or with his/her representative shall prepare the grievance in writing on the Grievance Initiation Form and shall present such form to the appointing authority or designee. The employee alone or with his/her Union Representative shall fill out the Grievance Initiation Form pursuant to section 4.02(6)(c)1,2,3,4,5,6 and 7 of this Memorandum of Agreement.
2. The person designated in the above paragraph, will schedule a hearing with the person(s) concerned and within fifteen (15)

1 days from date of service of the Grievance Initiation Form, the
2 Hearing Officer shall inform the aggrieved employee and the
3 Union in writing of his/her decision.

4 3. Those grievances which would become moot if unanswered
5 before the expiration of the established time limits will be
6 answered as soon as possible after the conclusion of the
7 hearing.

8 4. The first step of the grievance procedure may be waived by
9 mutual consent of the Union and the Director of Labor
10 Relations. If the grievance is not resolved at Step 1 as
11 provided, the Union shall appeal such grievance within forty-
12 five (45) days from the date of the first step grievance
13 disposition to Step 2.

14 (b) STEP 2

15 1. The Director of Labor Relations or his/her designee shall,
16 attempt to resolve all grievances timely appealed to the second
17 step. The Director of Labor Relations or his/her designee shall
18 respond in writing to the Union within thirty (30) working days
19 from the date of receipt by the Director of Labor Relations of
20 the step 1 appeal.

21 2. In the event the Director of Labor Relations or his/her designee
22 and the appropriate Union Representative mutually agree to a
23 resolve of the dispute, it shall be reduced to writing and
24 binding upon all parties and shall serve as a bar to further
25 appeal.

26 3. Step 2 of the grievance procedure shall be limited to the
27 Director of Labor Relations or his/her designee and the
28 appropriate Local union representative and one of his/her
29 designees, a Staff Representative and representatives of the
30 appropriate appointing authority involved in each dispute. The

number of representatives at any Step 2 hearing may be modified by mutual consent of the parties.

(c) STEP 3

1. If the grievance is not resolved at the second step as provided, the Union may appeal such grievance to the permanent arbitrator. Such appeal shall be in writing with notification to the Director of Labor Relations, or his/her designee, within 45 days of the second step hearing decision.
2. The Union shall, in writing, notify the Director of Labor Relations or his/her designee within forty-eight (48) hours prior to the arbitration hearing of the names of the employees the Union wishes to have released for the arbitration hearing. The release of said employees shall be subject to review by the Director of Labor Relations or his/her designee and shall be subject to mutual agreement both the Union and the Director of Labor Relations. The release of employees shall not be unreasonably withheld.

(8) HEARINGS

- (a) The arbitrator shall have the authority upon referral of a grievance to investigate such grievance in such manner as in his/her judgment will apprise him/her of all the facts and circumstances giving rise to such grievance to enable him/her to reach a decision. He/she shall have the authority to conduct hearings and to request the presence of witnesses. At such hearings, both the County and the Union may call witnesses to testify in their behalf. Either party may request that a transcript of the proceedings be made. Any expenses incurred for witness fees or for the cost of the reporter and the preparation of the transcript shall be borne by the party requesting the same, unless the parties by mutual agreement consent to share such cost. The fees of the permanent arbitrator shall be divided equally between the parties. The permanent arbitrator shall complete his/her investigation within a reasonable

1 period of time and file his/her decision and the reasons therefor in
2 writing to the Director of Labor Relations and the Union. While such
3 grievance is pending before the permanent arbitrator, the appropriate
4 agency shall refrain from acting in any manner with respect to such
5 grievance.

6 (b) The filing of such grievance shall not stay the effectiveness of any
7 rule, directive or order which gave rise to such grievance and any such
8 rule, directive or order shall remain in full force and effect unless
9 rescinded or modified as a result of the permanent arbitrator's decision.

10 (c) Any time prior to the filing of the permanent arbitrator's decision,
11 either party may petition the permanent arbitrator to reopen the record
12 for the purpose of presenting additional evidence.

13 (9) INTERPRETATION OF THE MEMORANDUM OF AGREEMENT Any
14 disputes arising between the parties out of the interpretation of the provisions
15 of this Memorandum of Agreement shall be discussed by the Union and the
16 Director of Labor Relations. If such dispute cannot be resolved between the
17 parties in this manner, either party shall have the right to refer the dispute to
18 the permanent arbitrator, who shall proceed in the manner prescribed in
19 subsection (8) above. The parties may stipulate to the issues submitted to the
20 permanent arbitrator or shall present to the permanent arbitrator, either in
21 writing or orally, their respective positions with regard to the issue in dispute.
22 The permanent arbitrator shall be limited in his/her deliberations to the issues
23 so defined. The decision of the permanent arbitrator shall be filed with the
24 Union and the Director of Labor Relations.

25 (10) PERMANENT ARBITRATOR'S AUTHORITY

26 (a) The permanent arbitrator in all proceedings outlined above shall
27 neither add to, detract from nor modify the language of any civil
28 service rule or resolution or ordinance of the Milwaukee County Board
29 of Supervisors, nor revise any language of this Memorandum of
30 Agreement. The permanent arbitrator shall confine himself/herself to
31 the precise issue submitted to him/her.

(b) If a dispute arises as to whether the issues referred to the permanent arbitrator is within his/her jurisdiction, the permanent arbitrator will have the authority to resolve that issue.

(11) FINAL AND BINDING The decision of the permanent arbitrator, when filed with the Director of Labor Relations and the Union, shall be binding on both parties.

(12) LIMITATIONS

(a) No grievance shall be initiated after the expiration of 90 calendar days from the date of the grievable event, or the date on which the employee becomes aware, or should have become aware, that a grievable event occurred, whichever is later. This clause shall not limit retroactive payment of economic benefits for which it has been determined the County is liable nor would it prohibit a prospective adjustment of an ongoing situation.

(b) Representation at hearings on group grievances shall be limited to 3 employees from among the group, except in those cases where the Union and the department involved agree that the circumstances of the grievance are such as would justify participation by a larger number. One employee of the group shall be designated as the grievant to whom the grievance disposition forms shall be forwarded.

(c) At each successive step of the grievance procedure, the subject matter treated and the grievance disposition shall be limited to those issues arising out of the original grievance as filed.

(d) No arbitration hearing shall be held after twelve (12) months from the date a grievance is appealed to arbitration for all grievances filed after the execution of this agreement. All grievances filed before the execution of this agreement shall not be subject to this provision, but shall be governed by the applicable memorandum of agreement provision in effect at the time the grievance was filed.

1 4.03 ACCESS TO WORK LOCATIONS

- 2 (1) Reasonable access to employee work locations shall be allowed to officers of
3 recognized employee organizations and their officially designated
4 representatives for the purpose of processing grievances or contacting
5 members of the organization concerning business within the scope of this
6 Agreement. Such access shall be permitted under the following terms and
7 conditions:
- 8 (a) When an employee wishes to initiate a grievance or has been requested
9 by another employee to represent such employee in the grievance
10 process, he/she shall not leave his/her area of work assignment until
11 he/she has notified supervision. Notification of participation in the
12 grievance procedure shall be made as far in advance as possible.
13 Every reasonable effort will be made to excuse such employee to
14 permit Union representatives to meet with employees before the end of
15 the shift.
- 16 (b) When leaving his/her area of work assignment to participate in the
17 grievance procedure in another department, the employee shall report
18 his/her presence to the person in charge of such other department to
19 inform him/her of the purpose of his/her visit. He/she shall conclude
20 his/her business as expeditiously as possible and in such manner as
21 will not interfere with the normal operations of the department.
- 22 (c) Upon completion of his/her business, he/she will return to his/her
23 assigned work area forthwith and shall notify supervision when he/she
24 has done so.
- 25 (2) Staff Representatives of recognized employee organizations who are not
26 employees shall be governed by these procedures insofar as they are
27 applicable.
- 28 (3) Travel time, when required, shall be governed by the provisions of sec. 3.05
29 of this Agreement.
- 30 (4) Employees engaged in Union business in accordance with the provisions of
31 this section during working hours shall suffer no loss of pay or benefits.

1
2 4.04 PERSONNEL FILES

- 3 (1) Employees or their designee shall have the right to examine the employee's
4 personnel file and related documents at reasonable times in the office where
5 such files are maintained. Upon receipt of an employee's request to examine
6 these documents, the appropriate department head shall arrange a time and
7 place where such examination may be made. In the event the department
8 maintains more than one file or set of documents on an individual employee,
9 all such files shall be made available to the employee at the time and place
10 designated by the department head in the office where the file is maintained.
- 11 (2) Examinations of employee's files shall be conditioned upon the following:
- 12 (a) Neither the employee nor any person on his/her behalf
13 shall remove the file or any of the documents contained herein from
14 the office in which the inspection is conducted.
- 15 (b) Upon written request of the employee made upon forms furnished by
16 the County, the department in which the employee's files are kept shall
17 provide a photostatic copy or other reproduction of matters contained
18 therein on the following conditions:
- 19 1. The documents to be copied shall be specifically identified on
20 the request form.
- 21 2. Such documents shall be relevant to the purpose of the
22 inspection which shall be stated on the request form.
- 23 3. Such copies shall be made available to the employee or his/her
24 designee within 48 hours from the time of the request.
- 25 (c) Such inspection shall be conducted as expeditiously as possible and in a
26 manner which does not interrupt the normal work flow of the
27 department.
- 28 (3) Any correspondence made in writing to the appropriate department head
29 concerning matters contained in such file shall be made a part thereof.

- 1 (4) Access to personnel files as stated above shall be limited to persons
2 designated by the County to have access to the files. This is understood to
3 exclude the public except as governed by Wisconsin statutory authority.
4 (5) Notice of an employee's participation in the grievance procedure shall not be
5 placed into their personnel file.
6

7 4.05 SELECTION OF AND APPEALS TO UMPIRE - PROCEDURE

- 8 (1) SELECTION OF UMPIRE To assist in the resolution of disputes arising
9 under the terms of this Memorandum of Agreement and in order to provide an
10 impartial forum to resolve such disputes, the parties agree to appoint an
11 impartial umpire who shall act in each area of dispute as hereinafter provided.
12 Such umpire shall be selected by mutual agreement between the Union and
13 the Personnel Committee of the County Board of Supervisors and shall be
14 compensated for his/her services in a manner which is mutually satisfactory to
15 the County, the Union, and the Umpire, He/she shall serve for a period of one
16 year from the date of his/her appointment except that his/her term of office
17 may be extended from time to time by mutual agreement of all parties.

18 In the event the parties are unable to agree upon the appointment of an
19 impartial umpire, or in the event the agreed upon umpire becomes
20 incapacitated or disqualifies himself/herself and is unable to continue to serve
21 as such and the parties are unable to agree upon a mutually acceptable
22 alternate, the parties shall petition the Wisconsin Employment Relations
23 Commission for the appointment of an arbitrator in accordance with the
24 Commission's procedures.

- 25 (2) APPEALS If the grievance is not resolved at the fourth step as provided in
26 sec. 17.207, C.G.O., the Union (District Council 48 or its appropriate
27 affiliated Local) or the County may refer such grievance to the Umpire in the
28 manner hereinafter set forth or may proceed directly to the fifth step, if the
29 other party does not seek such reference. Copies of such reference shall be
30 served upon the appropriate fifth step agency and the Department of Labor
31 Relations.

1
2 4.06 DISCIPLINARY SUSPENSIONS NOT APPEALABLE UNDER S. 63.10, WIS.
3 STATS.

- 4 (1) In cases where an employee is suspended for a period of 10 days or less by
5 his/her department head, pursuant to the provisions of sec. 63.10, Wis. Stats.,
6 the Union shall have the right to refer such disciplinary suspension to the
7 permanent umpire who shall proceed in accordance with the provisions of sec.
8 4.02(8)(a). Such reference shall in all cases be made within 60 working days
9 from the effective date of such suspension. The decision of the umpire shall
10 be served upon the Department of Labor Relations and the Union. In such
11 proceedings the provisions of sec. 4.02(8)(c) shall apply.
- 12 (2) Where discipline is to be imposed because of tardiness, unexcused absence, or
13 sleeping on duty, incidents of such conduct which occurred more than 12
14 months prior to the current incident shall not be taken into account in
15 determining the severity of such discipline.

16
17 4.07 REPRESENTATION AT DISCIPLINARY HEARINGS

- 18 (1) At meetings called for the purpose of considering the imposition of discipline
19 upon employees, the employee shall be entitled to Union representation but
20 only at the administrative level at which suspension may be imposed or
21 effectively recommended, that is, at the level of the appointing authority or
22 his/her designee for such purposes.
- 23 (2) It is understood and agreed that such right is conditioned upon the following:
- 24 (a) At the hearing before the appointing authority or his/her designee for
25 disciplinary purposes, the employee may be represented by Union
26 officials equal to the number of management officials present at such
27 hearing.
- 28 (b) The meeting at which the Union official is permitted to be present
29 shall not be an adversarial proceeding. The Union official may bring
30 to the attention of the appointing authority or his/her designee any
31 facts which he/she considers relevant to the issues and may

1 recommend to the appointing authority on behalf of the employee what
2 he/she considers to be the appropriate disposition of the matter. The
3 employee shall not be entitled to have witnesses appear on his/her
4 behalf nor shall the supervisory personnel present at such hearing be
5 subject to cross-examination or harassment.

6 These restrictions recognize that the purpose of Union representation
7 at such hearings is to provide the employee with a spokesman to
8 enable him/her to put his/her case before the appointing authority and,
9 further, to apprise the Union of the facts upon which the decision of
10 the appointing authority or his/her designee is made. These
11 restrictions are in recognition of the further fact that, in accordance
12 with other terms and conditions of this Agreement, the employee has
13 recourse from the decision of the appointing authority or his/her
14 designee to the permanent umpire where the employee is entitled to a
15 full measure of due process.

16 (c) Recognizing that discipline is most effectively imposed as
17 contemporaneously as possible with the incident leading to discipline,
18 it shall be the obligation of the employee to make arrangements to
19 have his/her Union representative present at the time the meeting is set
20 by the appointing authority or his/her designee to consider the
21 imposition of discipline. In order to carry out the intent of this
22 Agreement, written notice of the meeting shall be provided to the
23 employee and the Union not less than 48 hours prior to such a meeting,
24 and such notice shall be accompanied by a brief statement of the basis
25 for the proposed discipline. The inability of the employee to secure
26 the services of any particular Union representative shall not be
27 justification for adjourning such hearings beyond the date and time
28 originally set by the appointing authority.

29 (d) Nothing contained herein shall in any way limit the authority of
30 supervisory staff to impose summary discipline where the
31 circumstances warrant such action. If summary discipline is in the

1 form of a suspension, it is understood that a review of the action of the
2 supervisor will be made at the level of the appointing authority or
3 his/her designee to review the action taken by the immediate
4 supervisor. Hearings to review such summary suspensions shall be
5 held as soon as practicable at the level of the appointing authority or
6 his/her designee. At such hearing, the employee shall be entitled to the
7 rights set forth herein.

8 (e) No disciplinary hearing is required when charges are filed under
9 Chapter 63.10 of the Wisconsin Statutes.

10 (3) At the conclusion of the hearing, the appointing authority or his/her designee
11 shall prepare a written disposition which shall include all matters agreed upon
12 between the parties present at the hearing and the discipline, if any, to be
13 imposed. The written disposition shall be provided to the employee and the
14 Union.

15
16 PART 6
17 MISCELLANEOUS
18

19 6.02 ATTENDANCE AT COUNTY MEETINGS

20 TO ALL COUNTY LOCAL UNION PRESIDENTS:

21 In accordance with section 3.03 authorized employees may attend certain County
22 meetings.

23 The term authorized persons shall mean the Local Union President and/or their
24 designee.

25 Persons attending such meetings should make an effort to have their items of business
26 scheduled on the agenda so as to minimize the time away from their work assignment.

27 If attending such meetings causes absence from the work assignment, supervision
28 must be notified as far in advance as possible.
29

1 6.04 COLLATERAL AGREEMENTS

2 This provision provides a method regarding the manner and extent of Union
3 participation in resolving problems of an emergency nature which do not come under the
4 provisions of the grievance procedure. We agree to summarize our conclusions in writing
5 and reduce them to a Memorandum of Understanding. The conclusions were as follows:

- 6 1. District Council 48 Staff Representatives are not authorized to enter into final
7 agreements with Milwaukee County on behalf of the Local unions they are
8 servicing.
- 9 2. Agreements of this type will be entered into only by the President and Chief
10 Steward of the Local or Locals involved.
- 11 (a) Where more than one Local is affected by the problem, the Presidents
12 and Chief Stewards of all affected Locals must be included in the
13 discussions.
- 14 (b) Any settlement of an issue affecting the wages, hours and working
15 conditions of bargaining unit employees will not be signed by Local
16 officers unless, and until, full authority to do so has been granted by
17 their Locals.

18 Since the County has no awareness of the internal mechanisms
19 for authorization within the constituent Locals, the signature of the
20 President and Chief Steward, when applicable, on any document
21 reflecting an agreement with the County shall be binding, it being
22 assumed that such Union officer has either receive authorization from
23 his Local to execute the document or has determined in his judgment
24 that the matters under consideration are not of such grave consequence
25 as to require membership ratification. The same presumption shall
26 apply to the signature of the County official with whom the
27 understanding has been negotiated.

- 28 (c) Management and the Union will keep each other apprised of the names
29 of officials and administrators who may be involved in the procedure
30 outlined.

- 1 (i) Where practicable, non-fluorescent lighting shall be provided for each
2 work station. All existing fluorescent lighting shall be modified to
3 lessen or reduce glare.
- 4 (j) Grounding devices shall be used to reduce machine static build-up,
5 and static build-up spray shall be available at all work stations.
- 6 (2) All operators shall be trained, in accordance with the manufacturer's
7 specifications and by authorized employees and trainers.
- 8 (3) Upon request, the Union shall be given a copy of any and all manufacturer's
9 specifications and training programs, except those limited by copyright laws.
- 10 (4) All video display equipment shall be maintained by authorized service
11 technicians. The video display terminals shall be cleaned regularly when
12 management determines that cleaning is necessary.
- 13 (5) The parties agree to meet in the future, at the request of either party, to discuss
14 and address issues and/or problems which may arise after further use of video
15 display equipment. The parties recognize that the introduction of video
16 display equipment into the work areas is relatively new and, therefore, the
17 need for on-going communication is essential.

18
19 PART 8
20

21 8.01 SUCCESSORS AND ASSIGNS

22 In the event any institution, department or other County function is taken over by any
23 other agency, the County will make every effort to insure that the successor agency hires
24 affected employees and to adopt and maintain in force the present wages, hours and
25 conditions of employment to which the affected employees are entitled under the existing
26 bargaining agreement.

27
28 8.02 ENTIRE MEMORANDUM OF AGREEMENT

29 The foregoing constitutes the entire Memorandum of Agreement between the parties
30 by which the parties intend to be bound and no verbal statement shall supersede any of its
31 provisions. All existing ordinances, Civil Service Rules, and resolutions of the Milwaukee

1 County Board of Supervisors affecting wages, hours and conditions of employment not
2 inconsistent with this Agreement are incorporated herein by reference as though fully set
3 forth. To the extent that the provisions of this Agreement are in conflict with existing
4 ordinances, resolutions, or rules of the Civil Service Commission, the provisions of the
5 contract will prevail.

6
7 8.03 SAVING CLAUSE


8 If any article or part of this Memorandum of Agreement is held to be invalid by
9 operation of law or by any tribunal of competent jurisdiction, or if compliance with or
10 enforcement of any article or part should be restrained by such tribunal, the remainder of this
11 Memorandum of Agreement shall not be affected thereby and the parties shall enter into
12 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for
13 such article or part.

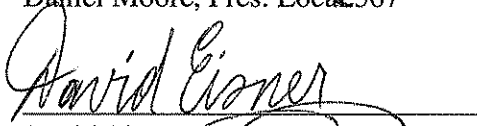
Dated at Milwaukee, Wisconsin, this 28th day of march, 2007. (Three copies of this instrument are being executed all with the same force and effect as though each were an original.)

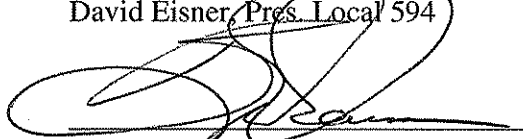
MILWAUKEE DISTRICT COUNCIL 48,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, and its appropriate
affiliated Locals, termed "Union"


Richard Abelson, Executive Director

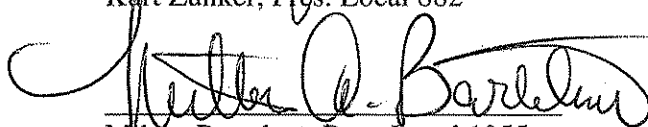

Richard DeSpear, Pres. Local 170

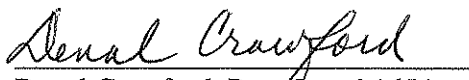

Daniel Moore, Pres. Local 567


David Eisner, Pres. Local 594


Beth Werve, Pres. Local 645



Kurt Zunker, Pres. Local 882

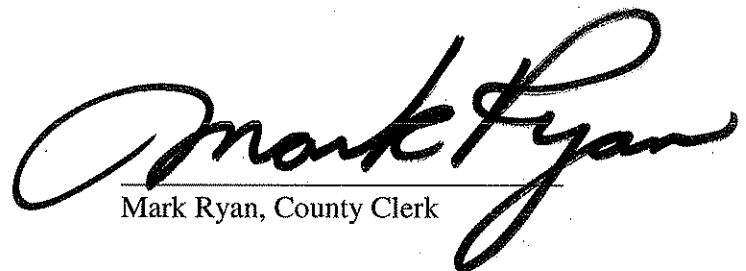

Milton Bartelme, Pres. Local 1055


Denal Crawford, Pres. Local 1654

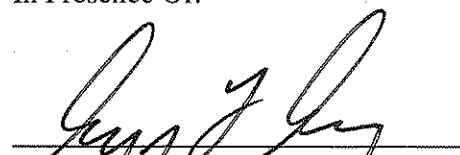

Dale Palkowski, Pres. Local 1656

COUNTY OF MILWAUKEE, a
municipal body corporate,
termed "County"

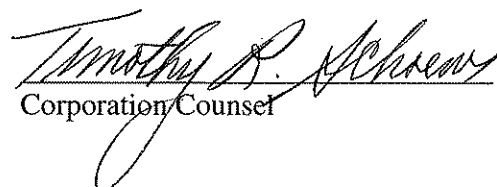

Scott Walker, County Executive


Mark Ryan, County Clerk

In Presence Of:


Gregory L. Gracz, Director
Labor Relations

Approved for Execution:


Timothy R. Schreier
Corporation Counsel